

18-046  
18-043

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
APPLICATION FOR PERMIT**

**SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

This Section must be completed for all projects.

**RECEIVED****Facility/Project Identification**

Facility Name: <b>Ravine Way Surgery Center</b>	NOV 02 2018
Street Address: <b>2350 Ravine Way, Suite 500</b>	
City and Zip Code: <b>Glenview, Illinois 60025</b>	
County: <b>Cook</b>	Health Service Area: <b>007</b>

**HEALTH FACILITIES &  
SERVICES REVIEW BOARD**

**Applicant(s)** [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: <b>Ravine Way Surgery Center, LLC</b>
Street Address: <b>2350 Ravine Way, Suite 500</b>
City and Zip Code: <b>Glenview, Illinois 60025</b>
Name of Registered Agent: <b>C T Corporation System</b>
Registered Agent Street Address: <b>208 South LaSalle Street, Suite 814</b>
Registered Agent City and Zip Code: <b>Chicago, Illinois 60604</b>
Name of Chief Executive Officer: <b>Gregory H. Portland, M.D. (Manager)</b>
CEO Street Address: <b>2401 Ravine Way, Suite 200</b>
CEO City and Zip Code: <b>Glenview, Illinois 60025</b>
CEO Telephone Number: <b>(847) 998-5680</b>

**Type of Ownership of Applicants**

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other

- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- o Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Primary Contact** [Person to receive ALL correspondence or inquiries]

Name: <b>John P. Kniery</b>
Title: <b>Health Care Consultant</b>
Company Name: <b>Foley &amp; Associates, Inc.</b>
Address: <b>133 South 4<sup>th</sup> Street, Suite 200, Springfield, Illinois 62701</b>
Telephone Number: <b>(217) 544-1551</b>
E-mail Address: <b>jkniery@foleyandassociates.com</b>
Fax Number: <b>(217) 544-3615</b>

**Additional Contact** [Person who is also authorized to discuss the application for permit]

Name: <b>Charles H. Foley, MHSA</b>
Title: <b>Health Care Consultant</b>
Company Name: <b>Foley &amp; Associates, Inc.</b>
Address: <b>133 South 4<sup>th</sup> Street, Suite 200, Springfield, Illinois 62701</b>
Telephone Number: <b>(217) 544-1551</b>
E-mail Address: <b>cfoley@foleyandassociates.com</b>
Fax Number: <b>(217) 544-3615</b>

**Post Permit Contact**

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960]

Name: <b>Melody Winter-Jabeck</b>
Title: <b>Administrator</b>
Company Name: <b>Ravine Way Surgery Center, LLC</b>
Address: <b>2350 Ravine Way, Suite 500, Glenview, Illinois 60025</b>
Telephone Number: <b>(847) 998-4881</b>
E-mail Address: <b>mwinter@ibji.com</b>
Fax Number: <b>(847) 998-6365</b>

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <b>Glenview 2350 Medical Properties, LLC</b>
Address of Site Owner: <b>One Town Center Road, Suite 300, Boca Raton, Florida 33486</b>
Street Address or Legal Description of the Site: <b>2350 Ravine Way, Suite 500, Glenview, Illinois 60025</b>
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS <u>ATTACHMENT 2</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Operating Identity/Licensee**

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: <b>Ravine Way Surgery Center, LLC</b>	
Address: <b>2350 Ravine Way, Suite 500, Glenview, Illinois 60025</b>	
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	
<ul style="list-style-type: none"> <li>o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li> <li>o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.</li> <li>o <b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li> </ul>	
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

**Organizational Relationships**

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Flood Plain Requirements**

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at [www.FEMA.gov](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org). **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS **ATTACHMENT 5**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Historic Resources Preservation Act Requirements**

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS **ATTACHMENT 6**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**DESCRIPTION OF PROJECT****1. Project Classification**

[Check those applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification:

☒ Substantive

☐ Non-substantive

**2. Narrative Description**

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

The Applicant, **Ravine Way Surgery Center, LLC** (Owner & Operator/Licensee), is doing business as Ravine Way Surgery Center, currently a single specialty Ambulatory Surgical Treatment Center ("ASTC") located at 2350 Ravine Way, Suite 500, Glenview, Cook County, Illinois 60025 within Health Service Area 7, Planning Service Area Seven (7). As detailed below, **Ravine Way Surgery Center, LLC** is a joint venture between Ravine Way Partners, LLC (68.5% ownership) and NorthShore University HealthSystem (28.5% ownership). This project proposes the addition of two categories of service to the existing single specialty ASTC. The facility is currently approved to perform orthopedic procedures. The project proposes the addition of pain management and podiatry. This project does not propose to add square footage to the existing facility but, rather, increase the optimal utilization of an existing facility. Accordingly, there is no cost associated with this project.

This project is classified as substantive in accordance with Illinois Administrative Code Title 77, Section 1110.20.



**Project Costs and Sources of Funds**

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
<b>TOTAL USES OF FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
<b>TOTAL SOURCES OF FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

**Related Project Costs**

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Purchase Price: \$ <u>N/A</u> Fair Market Value: \$ <u>N/A</u>
The project involves the establishment of a new facility or a new category of service <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If yes, provide the dollar amount of all <b>non-capitalized</b> operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.  Estimated start-up costs and operating deficit cost is \$ <u>NOT APPLICABLE</u> .

**Project Status and Completion Schedules**

<b>For facilities in which prior permits have been issued please provide the permit numbers.</b>
Indicate the stage of the project's architectural drawings:  <div style="display: flex; justify-content: space-around;"> <span><input checked="" type="checkbox"/> None or not applicable</span> <span><input type="checkbox"/> Preliminary</span> </div> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Schematics</span> <span><input type="checkbox"/> Final Working</span> </div>
Anticipated project completion date (refer to Part 1130.140) <u>April 15, 2019</u>
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): <b>There are no project costs, therefore this item is not germane.</b>  <div style="margin-left: 20px;"> <input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.  <input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies  <input type="checkbox"/> Financial Commitment will occur after permit issuance.         </div>
APPEND DOCUMENTATION AS <u>ATTACHMENT 8</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**State Agency Submittals [Section 1130.620(c)]**

Are the following submittals up to date as applicable: <div style="margin-left: 20px;"> <input type="checkbox"/> Cancer Registry (<b>NOT APPLICABLE</b>)  <input type="checkbox"/> APORS (<b>NOT APPLICABLE</b>)  <input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted  <input checked="" type="checkbox"/> All reports regarding outstanding permits         </div> <b>Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.</b>
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## Cost Space Requirements

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
<b>REVIEWABLE</b>							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
<b>NON REVIEWABLE</b>							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
<b>TOTAL</b>							

APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Facility Bed Capacity and Utilization**

**This project is not a bed project; therefore, this item is not applicable.**

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available**. **Include observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

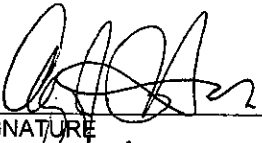
<b>FACILITY NAME:</b>		<b>CITY:</b>			
<b>REPORTING PERIOD DATES:</b>					
		<b>From:</b>		<b>to:</b>	
<b>Category of Service</b>	<b>Authorized Beds</b>	<b>Admissions</b>	<b>Patient Days</b>	<b>Bed Changes</b>	<b>Proposed Beds</b>
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
<b>TOTALS:</b>					


**CERTIFICATION**

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

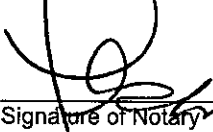
This Application is filed on the behalf of Ravine Way Surgery Center, LLC \*  
in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

  
SIGNATURE  
Amy Jo PRASZEK  
PRINTED NAME  
MANAGER  
PRINTED TITLE

  
SIGNATURE  
GREGG PORTLAND  
PRINTED NAME  
MANAGER  
PRINTED TITLE

## Notarization:

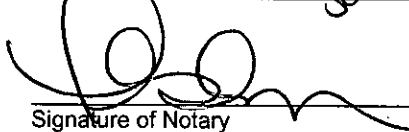
Subscribed and sworn to before me  
this 23rd day of August, 2018

  
Signature of Notary

Seal  
My Commission Expires 1/09/2019  
Notary Public, State of Illinois  
YESSENIA CASIANO  
\*Insert the Seal of the applicant

## Notarization:

Subscribed and sworn to before me  
this 23rd day of August, 2018

  
Signature of Notary

Seal  
OFFICIAL SEAL  
Y-SEENIA CASIANO  
N Public, State of Illinois  
My Commission Expires 1/09/2019

**SECTION II. DISCONTINUATION**

This Section is applicable to the discontinuation of a health care facility maintained by a State agency.

**NOTE:** If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

**Criterion 1110.290 – Discontinuation (State-Owned Facilities and All Relocations)**

READ THE REVIEW CRITERION and provide the following information:

**GENERAL INFORMATION REQUIREMENTS**

1. - Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

**REASONS FOR DISCONTINUATION**

The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.

**IMPACT ON ACCESS**

1. Document whether or not the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.

APPEND DOCUMENTATION AS ATTACHMENT 10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

### SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

#### 1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

##### BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

#### Criterion 1110.110(b) & (d)

##### PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.

APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

**ALTERNATIVES**

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
  - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
  - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
  - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS **ATTACHMENT 13**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.



**SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE****Criterion 1110.120 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

**SIZE OF PROJECT:**

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. This must be a narrative and it shall include the basis used for determining the space and the methodology applied.
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
  - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
  - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
  - c. The project involves the conversion of existing space that results in excess square footage.
  - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT 14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**PROJECT SERVICES UTILIZATION:**

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. A narrative of the rationale that supports the projections must be provided.

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT 15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**UNFINISHED OR SHELL SPACE:**

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function.
3. Evidence that the shell space is being constructed due to:
  - a. Requirements of governmental or certification agencies; or
  - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
  - a. Historical utilization for the area for the latest five-year period for which data is available; and
  - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**ASSURANCES:**

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**SECTION V. MASTER DESIGN AND RELATED PROJECTS**

This Section is applicable only to proposed master design and related projects.

**Criterion 1110.130(a) - System Impact of Master Design**

Read the criterion and provide documentation that addresses the following:

1. The availability of alternative health care facilities within the planning area and the impact that the proposed project and subsequent related projects will have on the utilization of such facilities;
2. How the services proposed in future projects will improve access to planning area residents;
3. What the potential impact upon planning area residents would be if the proposed services were not replaced or developed; and
4. The anticipated role of the facility in the delivery system, including anticipated patterns of patient referral, any contractual or referral agreements between the applicant and other providers that will result in the transfer of patients to the applicant's facility.

**Criterion 1110.130(b) - Master Plan or Related Future Projects**

Read the criterion and provide documentation regarding the need for all beds and services to be developed, and document the improvement in access for each service proposed. Provide the following:

1. The anticipated completion date(s) for the future construction or modernization projects;
2. Evidence that the proposed number of beds and services is consistent with the need assessment provisions of Part 1100; or documentation that the need for the proposed number of beds and services is justified due to such factors, but not limited to:
  - a. limitation on government funded or charity patients that are expected to continue;
  - b. restrictive admission policies of existing planning area health care facilities that are expected to continue;
  - c. the planning area population is projected to exhibit indicators of medical care problems such as average family income below poverty levels or projected high infant mortality.
3. Evidence that the proposed beds and services will meet or exceed the utilization targets established in Part 1100 within two years after completion of the future construction or modernization project(s), based upon:
  - a. historical service/beds utilization levels;
  - b. projected trends in utilization (include the rationale and projection assumptions used in such projections);
  - c. anticipated market factors such as referral patterns or changes in population characteristics (age, density, wellness) that would support utilization projections; and
  - d. anticipated changes in delivery of the service due to changes in technology, care delivery techniques or physician availability that would support the projected utilization levels.

**Criterion 1110.130 (c) - Relationship to Previously Approved Master Design Projects**

READ THE CRITERION which requires that projects submitted pursuant to a master design permit are consistent with the approved master design project. Provide the following documentation:

1. Schematic architectural plans for all construction or modification approved in the master design permit;
2. The estimated project cost for the proposed projects and also for the total construction/modification projects approved in the master design permit;
3. An item by item comparison of the construction elements (i.e. site, number of buildings, number of floors, etc.) in the proposed project to the approved master design project; and
4. A comparison of proposed beds and services to those approved under the master design permit.

APPEND DOCUMENTATION AS ATTACHMENT 18, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA**

This Section is applicable to all projects proposing the establishment, expansion or modernization of categories of service that are subject to CON review, as provided in the Illinois Health Facilities Planning Act [20 ILCS 3960]. It is comprised of information requirements for each category of service, as well as charts for each service, indicating the review criteria that must be addressed for each action (establishment, expansion, and modernization). After identifying the applicable review criteria for each category of service involved, read the criteria and provide the required information APPLICABLE TO THE CRITERIA THAT MUST BE ADDRESSED:

**A. Criterion 1110.200 - Medical/Surgical, Obstetric, Pediatric and Intensive Care**

**This item is not applicable.**

1. Applicants proposing to establish, expand and/or modernize the Medical/Surgical, Obstetric, Pediatric and/or Intensive Care categories of service must submit the following information:
2. Indicate bed capacity changes by Service:                      Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Medical/Surgical		
<input type="checkbox"/> Obstetric		
<input type="checkbox"/> Pediatric		
<input type="checkbox"/> Intensive Care		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.200(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.200(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.200(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.200(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.200(b)(5) - Planning Area Need - Service Accessibility	X		
1110.200(c)(1) - Unnecessary Duplication of Services	X		
1110.200(c)(2) - Maldistribution	X	X	
1110.200(c)(3) - Impact of Project on Other Area Providers	X		
1110.200(d)(1), (2), and (3) - Deteriorated Facilities			X
1110.200(d)(4) - Occupancy			X

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.200(e) - Staffing Availability	X	X	
1110.200(f) - Performance Requirements	X	X	X
1110.200(g) - Assurances	X	X	
APPEND DOCUMENTATION AS <u>ATTACHMENT 19</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

**B. Criterion 1110.205 - Comprehensive Physical Rehabilitation****This item is not applicable.**

1. Applicants proposing to establish, expand and/or modernize the Comprehensive Physical Rehabilitation category of service must submit the following information:
2. Indicate bed capacity changes by Service:      Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Comprehensive Physical Rehabilitation		

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.205(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.205(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.205(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.205(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.205(b)(5) - Planning Area Need - Service Accessibility	X		
1110.205(c)(1) - Unnecessary Duplication of Services	X		
1110.205(c)(2) - Maldistribution	X		
1110.205(c)(3) - Impact of Project on Other Area Providers	X		
1110.205(d)(1), (2), and (3) - Deteriorated Facilities			X
1110.205(d)(4) - Occupancy			X
1110.205(e)(1) - Staffing Availability	X	X	
1110.205(f) - Performance Requirements	X	X	X
1110.205(g) - Assurances	X	X	
APPEND DOCUMENTATION AS <u>ATTACHMENT 20</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

**C. Criterion 1110.210 - Acute Mental Illness and Chronic Mental Illness****This item is not applicable.**

1. Applicants proposing to establish, expand and/or modernize the Acute Mental Illness and Chronic Mental Illness categories of service must submit the following information:
2. Indicate bed capacity changes by Service:      Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Acute Mental Illness		
<input type="checkbox"/> Chronic Mental Illness		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.210(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.210(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.210(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.210(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.210(b)(5) - Planning Area Need - Service Accessibility	X		
1110.210(c)(1) - Unnecessary Duplication of Services	X		
1110.210(c)(2) - Maldistribution	X		
1110.210(c)(3) - Impact of Project on Other Area Providers	X		
1110.210(d)(1), (2), and (3) - Deteriorated Facilities			X
1110.210(d)(4) - Occupancy			X
1110.210(e)(1) - Staffing Availability	X	X	
1110.210(f) - Performance Requirements	X	X	X
1110.210(g) - Assurances	X	X	
APPEND DOCUMENTATION AS ATTACHMENT 21, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			



**D. Criterion 1110.220 - Open Heart Surgery****This item is not applicable.**

1. Applicants proposing to establish, expand and/or modernize the Open Heart Surgery category of service must submit the following information.
2. Indicate bed capacity changes by Service:      Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Open Heart Surgery		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

**1. Criterion 1110.220(b)(1), Peer Review**

Read the criterion and submit a detailed explanation of your peer review program.

**2. Criterion 1110.220(b)(2), Establishment of Open Heart Surgery**

Read the criterion and provide the following information:

- a. The number of cardiac catheterizations (patients) performed in the latest 12-month period for which data is available.
- b. The number of patients referred for open heart surgery following cardiac catheterization at your facility, for each of the last two years.

**3. Criterion 1110.220(b)(3), Unnecessary Duplication of Services**

Read the criterion and address the following:

- a. Contact all existing facilities within 90 minutes travel time of your facility which currently provide or are approved to provide open heart surgery to determine what the impact of the proposed project will be on their facility.
- b. Provide a sample copy of the letter written to each of the facilities and include a list of the facilities that were sent letters.
- c. Provide a copy of all of the responses received.

**4. Criterion 1110.220(b)(4), Support Services**

Read the criterion and indicate on a service by service basis which of the services listed in this criterion are available on a 24-hour inpatient basis and explain how any services not available on a 24-hour inpatient basis can be immediately mobilized for emergencies at all times.

**5. Criterion 1110.220(b)(5), Staffing**

Read the criterion and for those positions described under this criterion provide the following information:

- a. The name and qualifications of the person currently filling the job.
- b. Application filed for a position.
- c. Signed contracts with the required staff.
- d. A detailed explanation of how you will fill the positions.

APPEND DOCUMENTATION AS ATTACHMENT 22, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**E. Criterion 1110.225 - Cardiac Catheterization****This item is not applicable.**

1. Applicants proposing to establish, expand and/or modernize the Cardiac Catheterization category of service must submit the following information.
2. Indicate bed capacity changes by Service:      Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Cardiac Catheterization		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

**1. Criterion 1110.225(a), Peer Review**

Read the criterion and submit a detailed explanation of your peer review program.

**2. Criterion 1110. 225(b), Establishment or Expansion of Cardiac Catheterization Service**

Read the criterion and, if applicable, submit the following information:

- a. A map (on 8 1/2" x 11" paper) showing the location of the other hospitals providing cardiac catheterization services within the planning area.
- b. The number of cardiac catheterizations performed for the last 12 months at each of the hospitals shown on the map.
- c. Provide the number of patients transferred directly from the applicant's hospital to another facility for cardiac catheterization services in each of the last three years.

**3. Criterion 1110.225(c), Unnecessary Duplication of Services**

Read the criterion and, if applicable, submit the following information.

- a. Copies of the letter sent to all facilities within 90 minutes travel time that currently provide cardiac catheterization. This letter must contain a description of the proposed project and a request that the other facility quantify the impact of the proposal on its program.
- b. Copies of the responses received from the facilities to which the letter was sent.

**4. Criterion 1110.225(d), Modernization of Existing Cardiac Catheterization Laboratories**

Read the criterion and, if applicable, submit the number of cardiac catheterization procedures performed for the latest 12 months.

**5. Criterion 1110.225(e), Support Services**

Read the criterion and indicate on a service by service basis which of the listed services are available on a 24-hour basis and explain how any services not available on a 24-hour basis will be available when needed.

**6. Criterion 1110.225(f), Laboratory Location**

Read the criterion and, if applicable, submit line drawings showing the location of the proposed laboratories. If the laboratories are not in close proximity, explain why.

**7. Criterion 1110.225(g), Staffing**

Read the criterion and submit a list of names and qualifications of those who will fill the positions detailed in this criterion. Also, provide staffing schedules to show the coverage required by this criterion.

**8. Criterion 1110.225(h), Continuity of Care**

Read the criterion and submit a copy of the fully executed written referral agreement(s).

**9. Criterion 1110.225(i), Multi-institutional Variance**

Read the criterion and, if applicable, submit the following information:

- a. A copy of a fully executed affiliation agreement between the two facilities involved.
- b. Names and positions of the shared staff at the two facilities.
- c. The volume of open heart surgeries performed for the latest 12-month period at the existing operating program.
- d. A cost comparison between the proposed project and expansion at the existing operating program.
- e. The number of cardiac catheterization procedures performed in the last 12 months at the operating program.
- f. The number of catheterization laboratories at the operating program.
- g. The projected cardiac catheterization volume at the proposed facility annually for the next 2 years.
- h. The basis for the above projection.

APPEND DOCUMENTATION AS ATTACHMENT 23 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**F. Criterion 1110.230 - In-Center Hemodialysis****This item is not applicable.**

1. Applicants proposing to establish, expand and/or modernize the In-Center Hemodialysis category of service must submit the following information:
2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
<input type="checkbox"/> In-Center Hemodialysis		

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.230(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.230(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.230(b)(5) - Planning Area Need - Service Accessibility	X		
1110.230(c)(1) - Unnecessary Duplication of Services	X		
1110.230(c)(2) - Maldistribution	X		
1110.230(c)(3) - Impact of Project on Other Area Providers	X		
1110.230(d)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.230(e) - Staffing	X	X	
1110.230(f) - Support Services	X	X	X
1110.230(g) - Minimum Number of Stations	X		
1110.230(h) - Continuity of Care	X		
1110.230(i) - Relocation (if applicable)	X		
1110.230(j) - Assurances	X	X	

**APPEND DOCUMENTATION AS ATTACHMENT 24, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1130.525 – "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.230(i) - Relocation of an in-center hemodialysis facility.

**G. Non-Hospital Based Ambulatory Surgery**

Applicants proposing to establish, expand and/or modernize the Non-Hospital Based Ambulatory Surgery category of service must submit the following information.

ASTC Service
<input type="checkbox"/> Cardiovascular
<input type="checkbox"/> Colon and Rectal Surgery
<input type="checkbox"/> Dermatology
<input type="checkbox"/> General Dentistry
<input type="checkbox"/> General Surgery
<input type="checkbox"/> Gastroenterology
<input type="checkbox"/> Neurological Surgery
<input type="checkbox"/> Nuclear Medicine
<input type="checkbox"/> Obstetrics/Gynecology
<input type="checkbox"/> Ophthalmology
<input type="checkbox"/> Oral/Maxillofacial Surgery
<input type="checkbox"/> Orthopedic Surgery
<input type="checkbox"/> Otolaryngology
<input checked="" type="checkbox"/> Pain Management
<input type="checkbox"/> Physical Medicine and Rehabilitation
<input type="checkbox"/> Plastic Surgery
<input checked="" type="checkbox"/> Podiatric Surgery
<input type="checkbox"/> Radiology
<input type="checkbox"/> Thoracic Surgery
<input type="checkbox"/> Urology
<input type="checkbox"/> Other _____

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish New ASTC or Service	Expand Existing Service
1110.235(c)(2)(B) – Service to GSA Residents	X	X
1110.235(c)(3) – Service Demand – Establishment of an ASTC or Additional ASTC Service	X	
1110.235(c)(4) – Service Demand – Expansion of Existing ASTC Service		X
1110.235(c)(5) – Treatment Room Need Assessment	X	X
1110.235(c)(6) – Service Accessibility	X	
1110.235(c)(7)(A) – Unnecessary Duplication/Maldistribution	X	
1110.235(c)(7)(B) – Maldistribution	X	
1110.235(c)(7)(C) – Impact to Area Providers	X	
1110.235(c)(8) – Staffing	X	X

1110.235(c)(9) – Charge Commitment	X	X
1110.235(c)(10) – Assurances	X	X
<b>APPEND DOCUMENTATION AS <u>ATTACHMENT 25</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>		

**H. Criterion 1110.240 - Selected Organ Transplantation This item is not applicable.**

This section is applicable to projects involving the establishment or modernization of the Selected Organ Transplantation service.

1. Applicants proposing to establish or modernize the Selected Organ Transplantation category of service must submit the following information:
2. Indicate changes by Service: Indicate # of rooms changed by action(s):

Transplantation Type	# Existing Beds	# Proposed Beds
<input type="checkbox"/>		
<input type="checkbox"/>		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Modernize
1110.240(b)(1) – Planning Area Need - 7 Ill. Adm. Code 1100 (formula calculation)	X	
1110.240(b)(2) – Planning Area Need - Service to Planning Area Residents	X	
1110.240(b)(3) – Planning Area Need - Service Demand - Establishment of Category of Service	X	
1110.240(b)(4) – Planning Area Need - Service Accessibility	X	
1110.240(c)(1) – Unnecessary Duplication of Services	X	
1110.240(c)(2) – Maldistribution	X	
1110.240(c)(3) – Impact of Project on Other Area Providers	X	
1110.240(d)(1), (2), and (3) – Deteriorated Facilities		X
1110.240(d)(4) – Utilization		X
1110.240(e) – Staffing Availability	X	
1110.240(f) – Surgical Staff	X	
1110.240(g) – Collaborative Support	X	
1110.240(h) – Support Services	X	
1110.240(i) – Performance Requirements	X	X
1110.240(j) – Assurances	X	X

APPEND DOCUMENTATION AS ATTACHMENT 26, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**I. Criterion 1110.245 - Kidney Transplantation - This item is not applicable.**

This section is applicable to all projects involving the establishment of the Kidney Transplantation service.

1. Applicants proposing to establish or modernize the Kidney Transplantation category of service must submit the following information:
2. Indicate changes: Indicate # of key rooms by action:

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Kidney Transplantation		

3. READ the applicable review criteria outlined below and **submit required documentation for the criteria printed below in bold:**

<b>APPLICABLE REVIEW CRITERIA</b>	<b>Establish</b>	<b>Modernize</b>
1110.245(b)(1) – Planning Area Need - 7 Ill. Adm. Code 1100 (formula calculation)	X	
1110.245(b)(2) – Planning Area Need - Service to Planning Area Residents	X	
1110.245(b)(3) – Planning Area Need - Service Demand - Establishment of Category of Service	X	
1110.245(b)(4) – Planning Area Need - Service Accessibility	X	
1110.245(c)(1) – Unnecessary Duplication of Services	X	
1110.245(c)(2) – Maldistribution	X	
1110.245(c)(3) – Impact of Project on Other Area Providers	X	
1110.245(d)(1), (2), and (3) – Deteriorated Facilities		X
1110.245(d)(4) – Occupancy		X
1110.245(e) – Staffing Availability	X	
1110.245(f) – Surgical Staff	X	
1110.245(g) – Support Services	X	
1110.245(h) – Performance Requirements	X	X
1110.245(i) – Assurances	X	
<b>APPEND DOCUMENTATION for "Surgical Staff" and "Support Services", AS ATTACHMENT 27 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>		



**J. Criterion 1110.250 - Subacute Care Hospital Model - This item is not applicable.**

Category of Service	# Proposed Beds
<input type="checkbox"/> Subacute Care Hospital	

This section is applicable to all projects proposing to establish a subacute care hospital model.

**1. Criterion 1110.250(b)(1), Distinct Unit**

- a. Provide a copy of the physical layout (an architectural schematic) of the subacute unit (include the room numbers) and describe the travel patterns to support services and patient and visitor access.
- b. Provide a summary of shared services and staff and how costs for such will be allocated between the unit and the hospital or long-term care facility.
- c. Provide a staffing plan with staff qualifications and explain how non-dedicated staffing services will be provided.

**2. Criterion 1110.250(b)(2), Contractual Relationship**

- a. If the applicant is a licensed long-term care facility or a previously licensed general hospital, the applicant must provide a copy of a contractual agreement (transfer agreement) with a general acute care hospital. Provide the travel time to the facility that signed the contract. Explain how the procedures for providing emergency care under this contract will work.
- b. If the applicant is a licensed general hospital, the applicant must document that its emergency capabilities continue to exist in accordance with the requirements of hospital licensure.

**3. Rule 1110.250(c)(1), State Board Prioritization of Hospital Applications**

Read this rule, which applies only to hospital applications, and provide the requested information as applicable.

**a. Financial Support**

Will the subacute care model provide the necessary financial support for the facility to provide continued acute care services? Yes \_\_\_\_ No \_\_\_\_

If yes, submit the following information:

- (1) Two years of projected financial statements that exclude the financial impact of the subacute care hospital model as well as two years of projected financial statements which include the financial impact of the subacute care hospital model;
- (2) the assumptions used in developing both sets of financial statements;
- (3) a narrative description of the factors within the facility or the area which will prevent the facility from complying with the financial ratios within the next two years without the proposed project;
- (4) a narrative explanation as to how the proposed project will allow you to meet the financial ratios;
- (5) if the projected financial statements (which include the subacute impact) at the applicant facility fail to meet the Part 1120 financial ratios, provide a copy of a binding agreement with another institution which guarantees the financial viability

**Subacute Care Hospital Model (continued)**

of the subacute hospital model for a period of five years; and

(6) historical financial statements for each of the last three calendar years.

- b. Medically Underserved Area (as designated by the Department of Health and Human Services)

Is the facility located in a medically underserved area? Yes ☐ No ☐

If yes, provide a map showing the location of the medically underserved area and of the applicant facility.

- c. Multi-Institutional System

Provide copies of all contractual agreements between your facility and any hospitals or long-term care facilities in your planning area which are within 60 minutes travel time of your facility which provide for exclusive best effort arrangements concerning transfer of patients between your two facilities. **Note: Best effort arrangement means the acute care facility will encourage and recommend to its medical staff that patients requiring subacute care will only be transferred to the applicant facility.**

- d. Medicare/Medicaid

Provide the Medicare patient days and admissions, the Medicaid patient days and admissions, and the total patient days and admissions for the latest calendar or fiscal year (specify the dates).

- e. Casemix and Utilization

Provide the following information:

- (1) the number of admissions and patient days for each of the last five years for each of the following:

- Ventilator cases
- Head trauma cases
- Rehabilitation cases including spinal cord injuries
- Amputees
- Other orthopedic cases requiring subacute care (Specify diagnosis)
- Other complex diagnosis which included physiological monitoring on a continuous basis

- (2) for multi-institutional systems provide the above information from each of the signatory facilities. If more than one signatory is involved, provide separate sheets for each one.

- f. HMO/PPO Utilization

Provide the number of patient days at the applicant facility for the last 12 months being reimbursed through contractual relationships with preferred provider organizations or HMOs.

- g. Notice of License Revocation/Decertification

Did IDPH issue the applicant facility a notice of license revocation Yes ☐ No ☐

Was the applicant facility decertified from a Federal Title XVIII or XIX program within the past 5 years Yes ☐ No ☐

**Subacute Care Hospital Model (continued)**

## h. Joint Commission on Accreditation of Healthcare Organizations

Is the applicant facility accredited by the Joint Commission? Yes ☐ No ☐

If yes, provide a copy of the latest Joint Commission letter of accreditation.

## i. Staffing

Provide documentation that the following staff will be available for the subacute care hospital model. Documentation must consist of letters of interest from individuals for each of the positions. Indicate if any of the individuals who will fill these positions are presently employed at the applicant facility.

- Full-time medical director exclusively for the model
- Two or more full-time (FTEs) physical therapist
- One or more occupational therapists
- One or more speech therapists

## j. Audited Financial Reports

Submit audited financial reports of the applicant facility for the latest three fiscal years.

**4. Rule 1110.250(c)(2), State Board Prioritization-Long-Term Care Facilities**

This rule applies only to LTC facility applications. Read the criterion and submit the required information, as applicable.

## a. Exceptional Care

Has the applicant facility had an Exceptional Care Contract with the Illinois Department of Public Aid for at least two years in the past four years? Yes \_\_\_\_ No \_\_\_\_

If yes, provide copies of the Exceptional Care Contract with the Illinois Department of Public Aid for each these four years.

## b. Medically Underserved Area (as designated by the Department of Health and Human Services)

Is the facility located in a medically underserved area? Yes ☐ No ☐

If yes, provide a map showing the location of the medically underserved area and of the applicant facility.

## c. Medicare/Medicaid

Provide the Medicare patient days and admissions, the Medicaid patient days and admissions, and the total patient days and admissions for the latest calendar or fiscal year (specify the dates).

## d. Case Mix and Utilization

Provide the following information:

- (1) the number of admissions and patient days for each of the last five years for each of the following:

- Ventilator cases
- Head trauma cases
- Rehabilitation cases including spinal cord injuries
- Amputees
- Other orthopedic cases requiring subacute care (Specify diagnosis)

**Subacute Care Hospital Model (continued)**

- Other complex diagnoses which included physiological monitoring on a continuous basis

(2) for multi-institutional systems, provide the same information from each of the signatory facilities. If more than one signatory is involved, provide a separate sheet for each one.

e. HMO/PPO Utilization

Provide the number of patient days at the applicant facility for the last 12 months being reimbursed through contractual relationships with preferred provider organizations or HMO's.

f. Notice of License Revocation/Decertification

Did IDPH issue the applicant facility a notice of license revocation Yes ☐ No ☐

Was the applicant facility decertified from a Federal Title XVIII or XIX program within the past 5 years Yes ☐ No ☐

g. Staffing

Provide documentation that the following staff will be available for the subacute care hospital model. Documentation shall consist of letters of interest from individuals for each of the positions. Indicate if any of the individuals who will fill the positions are currently employed by the applicant facility.

- Full-time medical director exclusively for the model
- Two or more full time (FTEs) physical therapists
- One or more occupational therapists
- One or more speech therapists

h. Financial Reports

Submit copies of the applicant facility's financial reports for the last three fiscal years.

i. Joint Commission on Accreditation of Healthcare Organizations

Is the applicant facility accredited by the Joint Commission? Yes ☐ No ☐  
If yes, provide a copy of the latest Joint Commission letter of accreditation.

j. Multi-Institutional Arrangements

Provide copies of all contractual agreements between your facility and any hospitals or long-term care facilities in your planning area which are within 60 minutes travel time of your facility which provide for exclusive best effort arrangements concerning transfer of patients between your two facilities. **Note: Best effort arrangement means the referring facility will encourage and recommend to its medical staff that patients requiring subacute care will only be transferred to the applicant facility.**

**5. Section 1110.250(c)(3), State Board Prioritization of Previously Licensed Hospitals - Chicago**

This section must be completed only by applicants whose site was previously licensed as a hospital in Chicago. Provide the following information:

- a. letters from health facilities establishing a referral agreement for subacute hospital patients;
- b. letters from physicians indicating that they will refer subacute patients to your proposed facility;

- c. the number of admissions and patient days for each of the last five years for each of the following types of patients (this information must be provided from each referring facility):

- Ventilator cases
- Head trauma cases
- Rehabilitation cases including spinal cord injuries
- Amputees
- Other orthopedic cases requiring subacute care (Specify diagnosis)
- Other complex diagnoses, which included physiological monitoring on a continuous basis.

APPEND DOCUMENTATION AS ATTACHMENT 28, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**K. Community-Based Residential Rehabilitation Center - This item is not applicable.**

This section is applicable to all projects proposing to establish a Community-based Residential Rehabilitation Center Alternative Health Care Model.

**A. Criterion 1110.260(b)(1), Staffing**

Read the criterion and provide the following information:

1. A detailed staffing plan that identifies the number and type of staff positions dedicated to the model and the qualifications for each position;
2. How special staffing circumstances will be handled;
3. The staffing patterns for the proposed center; and
4. The manner in which non-dedicated staff services will be provided.

**B. Criterion 1110.260(b)(2), Mandated Services**

Read the criterion and provide a narrative description documenting how the applicant will provide the minimum range of services required by the Alternative Health Care Delivery Act and specified in 1110.2820(b).

**C. Criterion 1110.260(b)(3), Unit Size**

Read the criterion and provide a narrative description that identifies the number and location of all beds in the model. Include the total number of beds for each residence and the total number of beds for the model.

**D. Criterion 1110.260(b)(4), Utilization**

Read the criterion and provide documentation that the target utilization for the model will be achieved by the second year of the model's operation. Include supporting information such as historical utilization trends, population growth, expansion of professional staff or programs, and the provision of new procedures that may increase utilization.

**E. Criterion 1110.260(b)(5), Background of Applicant**

Read the criterion and provide documentation that demonstrates the applicant's experience in providing the services required by the model. Provide evidence that the programs offered in the model have been accredited by the Commission on Accreditation of Rehabilitation Facilities as a Brain Injury Community-Integrative Program for at least three of the last five years.

APPEND DOCUMENTATION AS ATTACHMENT 29, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**L. 1110.265 - Long Term Acute Care Hospital - This item is not applicable.**

1. Applicants proposing to establish, expand and/or modernize Long Term Acute Care Hospital Bed projects must submit the following information:
2. Indicate the bed service(s) and capacity changes by Service:  
Indicate the # of beds by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> <b>LTACH</b>		
<input type="checkbox"/> <b>Intensive Care</b>		
<input type="checkbox"/>		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.265(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.265(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.265(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.265(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.265(b)(5) - Planning Area Need - Service Accessibility	X		
1110.265(c)(1) - Unnecessary Duplication of Services	X		
1110.265(c)(2) - Maldistribution	X		
1110.265(c)(3) - Impact of Project on Other Area Providers	X		
1110.265(d)(1), (2), and (3) - Deteriorated Facilities			X
1110.265(d)(4) - Occupancy			X
1110.265(e) - Staffing Availability	X	X	
1110.265(f) - Performance Requirements	X	X	X
1110.265(g) - Assurances	X	X	
APPEND DOCUMENTATION AS <u>ATTACHMENT 30</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

**M. Criterion 1110.270 - Clinical Service Areas Other than Categories of Service**  
**This item is not applicable.**

1. Applicants proposing to establish, expand and/or modernize Clinical Service Areas Other than categories of service must submit the following information:
2. Indicate changes by Service: Indicate # of key room changes by action(s):

Service	# Existing Key Rooms	# Proposed Key Rooms
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

Project Type	Required Review Criteria
New Services or Facility or Equipment	(b) – Need Determination – Establishment
Service Modernization	(c)(1) – Deteriorated Facilities
	AND/OR
	(c)(2) – Necessary Expansion
	PLUS
	(c)(3)(A) – Utilization – Major Medical Equipment
	OR
	(c)(3)(B) – Utilization – Service or Facility
APPEND DOCUMENTATION AS <u>ATTACHMENT 31</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	



**N. Freestanding Emergency Center Medical Services - This item is not applicable.**

These criteria are applicable only to those projects or components of projects involving the freestanding emergency center medical services (FECMS) category of service.

**A. Criterion 1110.280 – Establishment of Freestanding Emergency Center Medical Services**

Read the criterion and provide the following information:

1. Projected Utilization – Provide the projected number of patient visits per day for each treatment station in the FEC based upon 24-hour availability, including an explanation of how the projection was determined. [1110.280(c)(3)(B)]
2. The identification of the municipality of the FEC and FECMS and the municipality's population as reported by the most recently available U.S. Census Bureau data. [1110.280(b)(5)(A)]
3. The identification of the hospital that owns or controls the FEC and the distance of the proposed FEC from that hospital, including an explanation of how that distance was calculated. [1110.280(b)(5)(B)]
4. The identification of the Resource Hospital affiliated with the FEC, the distance of the proposed FEC from that Resource Hospital, (including an explanation of how that distance was calculated), and identification of that Resource Hospital's EMS system, including certification of the hospital's Resource Hospital status. [1110.280(b)(5)(C)]
5. Certification signed by two authorized representative(s) of the applicant entity(s) that they have reviewed, understand and plan to comply with both of the following requirements [1110.280(b)(6)]:
  - A) The requirements of becoming a Medicare provider of freestanding emergency services; and
  - B) The requirements of becoming licensed under the Emergency Medical Services Systems Act [210 ILCS 50/32.5].
6. Area Need; Service to Area Residents - Document the proposed service area and projected patient volume for the proposed FEC [1110.280(c)]:
  - A) Provide a map of the proposed service area, indicating the boundaries of the service area, and the total minutes travel time from the proposed site, indicating how the travel time was calculated.
  - B) Provide a list of the projected patient volume for the proposed FEC, categorized by zip code. Indicate what percentage of this volume represents residents from the proposed FEC's service area.
  - C) Provide either of the following:
    - a) Provide letters from authorized representatives of hospitals, or other FEC facilities, that are part of the Emergency Medical Services System (EMSS) for the defined service area, that contain patient origin information by zip code, (each letter shall contain a certification by the authorized representative that the representations contained in the letter are true and correct. A complete set of the letters with original notarized signatures shall accompany the application for permit), or
    - b) Patient origin information by zip code from independent data sources (e.g., Illinois Health and Hospital Association COMPdata or IDPH hospital discharge data), based upon the patient's legal residence, for patients receiving services in the existing service area's facilities' emergency departments (EDs), verifying that at least 50% of the ED patients served during the last 12-month

**Freestanding Emergency Center Medical Services  
(continued)**

period were residents of the service area.

7. Area Need; Service Demand – Historical Utilization [1110.280(c)(3)(A)]
  - A) Provide the annual number of ED patients that have received care at facilities that are located in the FEC's service area for the latest two-year period prior to submission of the application
  - B) Provide the estimated number of patients anticipated to receive services at the proposed FEC, including an explanation of how the projection was determined.
8. Area Need; Service Accessibility - Document one of the following (using supporting documentation as specified in accordance with the requirements of 77 Ill. Adm. Code 1110.280(c)(4)(B) Supporting Documentation) [1110.3230(c)(4)(A)]:
  - i) The absence of the proposed ED service within the service area;
  - ii) The area population and existing care system exhibit indicators of medical care problems,
  - iii) All existing emergency services within the 30-minute normal travel time meet or exceed the utilization standard specified in 77 Ill Adm. Code 1100.
9. Unnecessary Duplication - Document that the project will not result in an unnecessary duplication by providing the following information [1110.280(d)(1)]:
  - A) A list of all zip code areas (in total or in part) that are located within 30 minutes normal travel time of the project's site;
  - B) The total population of the identified zip code areas (based upon the most recent population numbers available for the State of Illinois population); and
  - C) The names and locations of all existing or approved health care facilities located within 30 minutes normal travel time from the project site that provide emergency medical services.
10. Unnecessary Maldistribution - Document that the project will not result in maldistribution of services by documenting the following [1110.280(d)(2)]:
  - A) Historical utilization (for the latest 12-month period prior to submission of the application) for existing ED departments within 30 minutes travel time of the applicant's site; or
  - B) That there is not an insufficient population to provide the volume or caseload necessary to utilize the ED services proposed by the project at or above utilization standards.
11. Impact on Area Providers [1110.280(d)(3)] – Document that, within 24 months after project completion, the proposed project will not lower the utilization of other service area providers below, or further below, the utilization standards specified in 77 Ill. Adm. Code 1100 (using supporting documentation in accordance with the requirements of 77 Ill. Adm. Code 1110.3230(c)(4)).
12. Staffing Availability - Document that a sufficient supply of personnel will be available to staff the service (in accordance with the requirements of 1110.280(f)).

**Freestanding Emergency Center Medical Services  
(continued)**

**B. Criterion 1110.280 – Expansion of Existing Freestanding Emergency Center Medical Services**

Read the criterion and provide the following information:

1. The identification of the municipality of the FEC and FECMS and the municipality's population as reported by the most recently available U.S. Census Bureau data. [1110.280(b)(5)(A)]
2. The identification of the hospital that owns or controls the FEC and the distance of the proposed FEC from that hospital, including an explanation of how that distance was calculated. [1110.280(b)(5)(B)]
3. The identification of the Resource Hospital affiliated with the FEC, the distance of the proposed FEC from that Resource Hospital (including an explanation of how that distance was calculated), and identification of that Resource Hospital's EMS system, including certification of the hospital's Resource Hospital status. [1110.280(b)(5)(C)]
4. Provide copies of Medicare and EMS licensure, in addition to certification signed by two authorized representative(s) of the applicant entity(s), indicating that the existing FEC complies with both of the following requirements [1110.280(a)(b)(A) and (B)]:
  - A) The requirements of being a Medicare provider of freestanding emergency services; and
  - B) The requirements of being licensed under the Emergency Medical Services Systems Act [210 ILCS 50/32.5].
5. Area Need; Service to Area Residents - Document the proposed service area and projected patient volume for the expanded FEC [1110.280(c)(2)]:
  - A) Provide a map of the proposed service area, indicating the boundaries of the service area, and the total minutes travel time from the expanded FEC, indicating how the travel time was calculated.
  - B) Provide a list of the historical (latest 12-month period) patient volume for the existing FEC, categorized by zip code, based on the patient's legal residence. Indicate what percentage of this volume represents residents from the existing FEC's service area, based on patient's legal residence.
6. Staffing Availability - Document that a sufficient supply of personnel will be available to staff the service (in accordance with the requirements of 1110.280(f)).

**C. Criterion 1110.280 – Modernization of Existing Freestanding Emergency Center Medical Services**

Read the criterion and provide the following information:

1. The historical number of visits (based on the latest 12-month period) for the existing FEC.
2. The identification of the municipality of the FEC and FECMS and the municipality's population as reported by the most recently available U.S. Census Bureau data. [1110.280(b)(5)(A)]
3. The identification of the hospital that owns or controls the FEC and the distance of the proposed FEC from that hospital, including an explanation of how that distance was calculated. [1110.280(b)(5)(B)]

**Freestanding Emergency Center Medical Services  
(continued)**

4. The identification of the Resource Hospital affiliated with the FEC, the distance of the proposed FEC from that Resource Hospital, (including an explanation of how that distance was calculated), and identification of that Resource Hospital's EMS system, including certification of the hospital's Resource Hospital status. [1110.280.(b)(5)(C)]
5. Provide copies of Medicare and EMS licensure, in addition to certification signed by two authorized representative(s) of the applicant entity(s), indicating that the existing FEC complies with both of the following requirements [1110.280(b)(6)(A) and (B)]:
  - A) The requirements of being a Medicare provider of freestanding emergency services; and
  - B) The requirements of being licensed under the Emergency Medical Services Systems Act [210 ILCS 50/32.5].
6. Category of Service Modernization - Document that the existing treatment areas to be modernized are deteriorated or functionally obsolete and need to be replaced or modernized due to such factors as, but not limited to high cost of maintenance, non-compliance with licensing or life safety codes, changes in standards of care, or additional space for diagnostic or therapeutic purposes. Documentation shall include the most recent IDPH Centers for Medicare and Medicaid Services (CMMS) Inspection reports, and Joint Commission on Accreditation of Healthcare Organizations reports. Other documentation shall include the following, as applicable to the factors cited in the application, copies of maintenance reports, copies of citations for life safety code violations, and other pertinent reports and data.

APPEND DOCUMENTATION AS ATTACHMENT 32, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**O. BIRTH CENTER – REVIEW CRITERIA - This item is not applicable.**

These criteria are applicable only to those projects or components of projects involving a birth center.

**Criterion 77 IAC 1110.275(b)(1) – “Location”**

1. Document that the proposed birth center will be located in one of the geographic areas, as provided in the Alternative Healthcare Delivery Act.
2. Document that the proposed birth center is owned or operated by a hospital; or owned or operated by a federally qualified health center; or owned and operated by a private person or entity.

**Criterion 77 IAC 1110.275(b)(2) – “Service Provision to a Health Professional Shortage Area”**

Document whether the proposed site is located in or will predominantly serve the residents of a health professional shortage area. If it will not, demonstrate that it will be located in a health planning area with a demonstrated need for obstetrical service beds or that there will be a reduction in the existing number of obstetrical service beds in the planning area so that the birth center will not result in an increase in the total number of obstetrical service beds in the health planning area.

**Criterion 77 IAC 1110.275(b)(3) – “Admission Policies”**

Provide admission policies that will be in effect at the facility and a signed statement that no restrictions on admissions due to payor source will occur.

**Criterion 77 IAC 1110.275(b)(4) – “Bed Capacity”**

Document that the proposed birth center will have no more than 10 beds.

**Criterion 77 IAC 1110.275(b)(5) – “Staffing Availability”**

Document that necessary staffing is available by providing letters of interest from prospective staff members, completed applications for employment, or a narrative explanation of how the proposed staffing will be achieved.

**Criterion 77 IAC 1110.275(b)(6) – “Emergency Surgical Backup”**

Document that either:

1. The birth center will operate under a hospital license and will be located within 30 minutes ground travel time from the hospital; **OR**
2. A contractual agreement has been signed with a licensed hospital within 30 minutes ground travel time from the licensed hospital for the referral and transfer of patients in need of an emergency caesarian delivery.

**Criterion 77 IAC 1110.275(b)(7) – “Education”**

A written narrative on the prenatal care and community education services offered by the birth center and how these services are being coordinated with other health services in the community.

**Criterion 77 IAC 1110.275(b)(8) – “Inclusion in Perinatal System”**

1. Letter of agreement with a hospital designated under the Perinatal System and a copy of the

hospital's maternity service; **OR**

2. An applicant that is not a hospital shall identify the regional perinatal center that will provide neonatal intensive care services, as needed to the applicant birth center patients; and a letter of intent, signed by both the administrator of the proposed birth center and the administrator of the regional perinatal center, shall be provided.

**Criterion 77 IAC 1110.275(b)(9) – “Medicare/Medicaid Certification”**

The applicant shall document that the proposed birth center will be certified to participate in the Medicare and Medicaid programs under titles XVIII and XIX, respectively, of the federal Social Security Act.

**Criterion 77 IAC 1110.275(b)(10)- “Charity Care”**

The applicant shall provide to HFSRB a copy of the charity care policy that will be adopted by the proposed birth center.

**Criterion 77 IAC 1110.275(b)(11) – “Quality Assurance”**

The applicant shall provide to HFSRB a copy of the quality assurance program to be adopted by the birth center.

**APPEND DOCUMENTATION AS ATTACHMENT-33, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18-month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

## VII. 1120.120 - AVAILABILITY OF FUNDS - This item is not applicable.

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable [Indicate the dollar amount to be provided from the following sources]:

	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1)	the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2)	interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
	b)	Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1)	For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2)	For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3)	For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4)	For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;
	5)	For any option to lease, a copy of the option, including all

	terms and conditions.
_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
	<b>TOTAL FUNDS AVAILABLE</b>
<b>APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>	



**SECTION VIII. 1120.130 - FINANCIAL VIABILITY - This item is not applicable.**

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

**Financial Viability Waiver**

The applicant is not required to submit financial viability ratios if:

1. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
4. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

**Variance**

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**SECTION IX. 1120.140 - ECONOMIC FEASIBILITY - This item is not applicable.**

This section is applicable to all projects subject to Part 1120.

**A. Reasonableness of Financing Arrangements**

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
  - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
  - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

**B. Conditions of Debt Financing**

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

**C. Reasonableness of Project and Related Costs**

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

\* Include the percentage (%) of space for circulation

**D. Projected Operating Costs**

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

**E. Total Effect of the Project on Capital Costs**

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

## SECTION X. SAFETY NET IMPACT STATEMENT

**SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:**

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

**Safety Net Impact Statements shall also include all of the following:**

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information

regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 38.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
<b>Charity (cost in dollars)</b>			
Inpatient			
Outpatient			
<b>Total</b>			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
<b>Medicaid (revenue)</b>			
Inpatient			
Outpatient			
<b>Total</b>			

APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**SECTION XI. CHARITY CARE INFORMATION**

Charity Care information **MUST** be furnished for **ALL** projects [1120.20(c)].

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 39.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS **ATTACHMENT 39**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	51-52
2	Site Ownership	53-120
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	121
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	122-123
5	Flood Plain Requirements	124
6	Historic Preservation Act Requirements	125
7	Project and Sources of Funds Itemization	126
8	Financial Commitment Document if required	
9	Cost Space Requirements	127
10	Discontinuation	128
11	Background of the Applicant	129-133
12	Purpose of the Project	134-139
13	Alternatives to the Project	140-144
14	Size of the Project	145
15	Project Service Utilization	146-202
16	Unfinished or Shell Space	203
17	Assurances for Unfinished/Shell Space	203
18	Master Design Project	204
	<b>Service Specific:</b>	
19	Medical Surgical Pediatrics, Obstetrics, ICU	
20	Comprehensive Physical Rehabilitation	
21	Acute Mental Illness	
22	Open Heart Surgery	
23	Cardiac Catheterization	
24	In-Center Hemodialysis	
25	Non-Hospital Based Ambulatory Surgery	205-239
26	Selected Organ Transplantation	
27	Kidney Transplantation	
28	Subacute Care Hospital Model	
29	Community-Based Residential Rehabilitation Center	
30	Long Term Acute Care Hospital	
31	Clinical Service Areas Other than Categories of Service	
32	Freestanding Emergency Center Medical Services	
33	Birth Center	
	<b>Financial and Economic Feasibility:</b>	
34	Availability of Funds	
35	Financial Waiver	
36	Financial Viability	
37	Economic Feasibility	
38	Safety Net Impact Statement	240-242
39	Charity Care Information	243

## SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Continued i

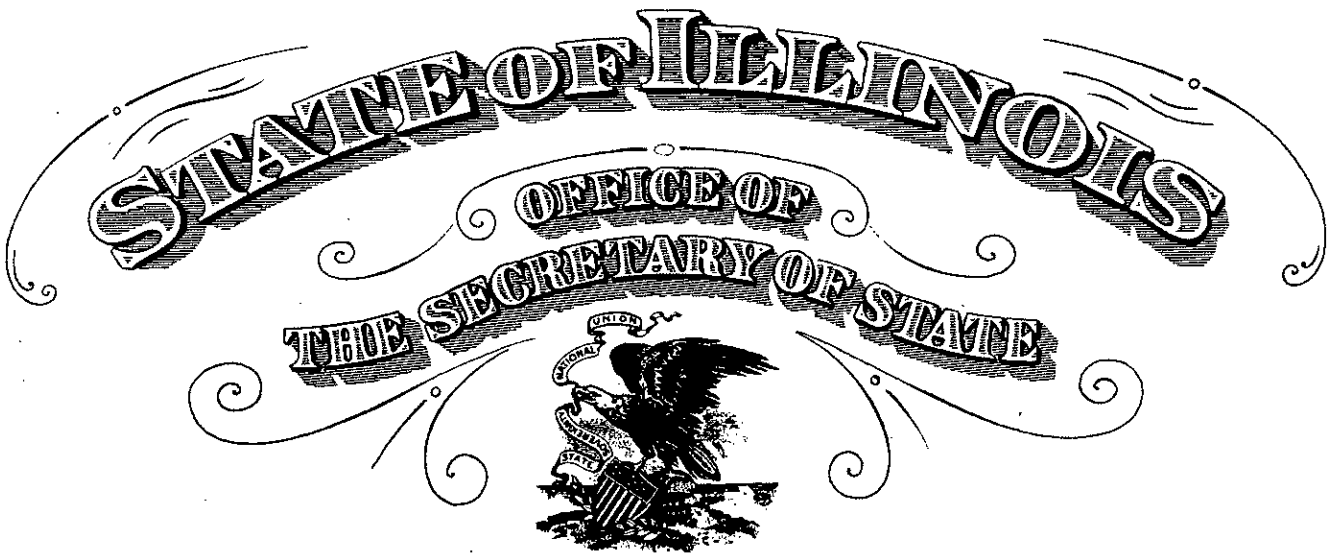
### Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.

The Applicant is **Ravine Way Surgery Center, LLC** who is the owner and operator for the existing facility. The entity's Illinois Certificate of Good Standing is appended as **ATTACHMENT-1A**.

**ATTACHMENT-1**



***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

RAVINE WAY SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 24, 2004, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 2ND*  
*day of AUGUST A.D. 2018 .*

*Jesse White*

SECRETARY OF STATE

ATTACHMENT-1A



## SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Continued ii

### Site Ownership

**Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.**

The owner of the existing building and site is Glenview 2350 Medical Properties, LLC. This entity is a landlord only and as such has neither operational nor ownership control over the existing Ambulatory Surgical Treatment Center other than collecting rent and building and ground maintenance. Therefore, this entity is not considered an Applicant.

Glenview 2350 Medical Properties, LLC's proof of ownership and the legal description of the property and, thus Ravine Way Surgery Center's evidence of control over this facility, is exemplified through the lease for the building and property and appended as **ATTACHMENT-2A.**

**ATTACHMENT-2**

**Execution Copy (4/20/05)**

**MULTI-TENANT**

**BUILDING LEASE**

**BETWEEN**

**GLENVIEW RAVINE WAY LLC**

**Landlord,**

**and**

**RAVINE WAY SURGERY CENTER, LLC**

**Tenant**

**Dated: April <sup>20<sup>th</sup></sup>, 2005**

## **Multi-Tenant Building Lease**

### **TABLE OF CONTENTS**

#### **Article**

- 1 GRANT OF LEASE; PREMISES
  - 1.1 Grant
  - 1.2 Term
  - 1.3 Improvements
  - 1.4 Possession
  - 1.5 Lease Year Defined
- 2 CONSTRUCTION OF IMPROVEMENTS
  - 2.1 Tenant's Work
  - 2.2 Tenant's Plans
  - 2.3 Tenant's Construction
  - 2.4 Landlord's Contribution to Tenant's Work
  - 2.5 Verification of Square Footage
- 3 BASE RENT
  - 3.1 Base Rent
  - 3.2 Manner of Payment
- 4 IMPOSITIONS
  - 4.1 Obligation to Pay Impositions
  - 4.2 Payment by Tenant
  - 4.3 Alternative Taxes
  - 4.4 Evidence of Payment
  - 4.5 Right to Contest
  - 4.6 Representations and Warranties
  - 4.7 Proportionate Share
- 5 USE OF PREMISES AND COMMON AREAS
  - 5.1 Permitted Uses
  - 5.2 Prohibited Uses
  - 5.3 Adverse Possession
  - 5.4 Common Areas
  - 5.5 Maintenance of Common Areas
  - 5.6 Reimbursement of Common Area Costs
- 6 UTILITIES AND SERVICES
  - 6.1 Utilities and Services
  - 6.2 Interruption of Services
  - 6.3 Regulations Regarding Utilities and Services

- 7     CONDITION AND CARE OF PREMISES
  - 7.1     Tenant Obligations
  - 7.2     Landlord Obligations
  - 7.3     Compliance With Laws, Rules and Regulations
- 8     RETURN OF PREMISES
  - 8.1     Surrender of Possession
  - 8.2     Installations and Additions
  - 8.3     Trade Fixtures and Personal Property
  - 8.4     Survival
- 9     HOLDING OVER
- 10    RULES AND REGULATIONS
- 11    RIGHTS RESERVED TO LANDLORD
- 12    ALTERATIONS
- 13    ASSIGNMENT AND SUBLETTING
  - 13.1    Assignment and Subletting
  - 13.2    Rentals Based on Net Income
  - 13.3    Tenant to Remain Obligated
  - 13.4    Tenant's Notice; Landlord's Right to Terminate
  - 13.5    Assignee to Assume Obligations
  - 13.6    Change of Control
- 14    WAIVER OF CERTAIN CLAIMS; INDEMNITY BY TENANT
  - 14.1    Waiver of Certain Claims; Indemnity by Tenant
  - 14.2    Damage Caused by Tenant's Neglect
  - 14.3    Tenant Responsible for Personal Property
  - 14.4    Indemnification
- 15    DAMAGE OR DESTRUCTION BY CASUALTY
  - 15.1    Substantial Destruction
  - 15.2    Partial Destruction
- 16    EMINENT DOMAIN
  - 16.1    Taking of Whole
  - 16.2    Partial Taking
- 17    DEFAULT
  - 17.1    Events of Default
  - 17.2    Rights and Remedies of Landlord
  - 17.3    Right to Re-Enter
  - 17.4    Current Damages
  - 17.5    Final Damages

- 17.6 Removal of Personal Property
  - 17.7 Attorneys' Fees
  - 17.8 Remedies in Event of Bankruptcy or Other Proceeding
- 18 SUBORDINATION
  - 18.1 Subordination
  - 18.2 Liability of Holder of First Mortgage; Attornment
  - 18.3 Non-Disturbance Agreement
  - 18.4 Modification Required by First Mortgagee
  - 18.5 Short Form Lease
- 19 MORTGAGEE PROTECTION
- 20 ESTOPPEL CERTIFICATE
- 21 SUBROGATION AND INSURANCE
  - 21.1 Waiver of Subrogation
  - 21.2 Tenant's Insurance
  - 21.3 Evidence of Insurance
  - 21.4 Compliance with Requirements
  - 21.5 Landlord's Insurance
- 22 NONWAIVER
- 23 TENANT - CORPORATION OR PARTNERSHIP
- 24 REAL ESTATE BROKERS
- 25 NOTICES
- 26 HAZARDOUS SUBSTANCES
  - 26.1 Defined Terms
  - 26.2 Tenant's Obligations with Respect to Environmental Matters
  - 26.3 Copies of Notices
  - 26.4 Tests and Reports
  - 26.5 Access and Inspection
  - 26.6 Tenant's Obligation to Respond
  - 26.7 Tenant Indemnification
- 27 RENEWAL OPTION
  - 27.1 Options
  - 27.2 First Right of Refusal
  - 27.3 No Default
  - 27.4 No Further Options
- 28 PARKING

29 TITLE AND COVENANT AGAINST LIENS

30 MISCELLANEOUS

- 30.1 Successors and Assigns
- 30.2 Modifications in Writing
- 30.3 No Options; Irrevocable Offer
- 30.4 Definition of Tenant
- 30.5 Definition of Landlord
- 30.6 Headings
- 30.7 Time of Essence
- 30.8 Default Rate of Interest
- 30.9 Severability
- 30.10 Entire Agreement
- 30.11 Force Majeure
- 30.12 Waiver of Trial by Jury
- 30.13 Tenant's Authority
- 30.14 Survival
- 30.15 Relationship of Parties
- 30.16 Surrender
- 30.17 No Merger

31 SIGNAGE

32 EXCULPATORY PROVISIONS

33 COVENANT OF QUIET ENJOYMENT

- EXHIBIT A LEGAL DESCRIPTION
- EXHIBIT B SITE PLAN
- EXHIBIT C TENANT'S PLANS
- EXHIBIT D RULES AND REGULATIONS

## BUILDING LEASE

THIS BUILDING LEASE (this "Lease") is made and entered into as of the 20<sup>th</sup> day of April, 2005, by and between GLENVIEW RAVINE WAY LLC, an Illinois limited liability company ("Landlord"), and RAVINE WAY SURGERY CENTER, LLC, an Illinois limited liability company ("Tenant"), who hereby mutually covenant and agree as follows:

### ARTICLE 1

#### GRANT OF LEASE; PREMISES; TERM; IMPROVEMENTS.

1.1 **Grant.** Landlord, for and in consideration of the rents herein reserved and of the covenants herein contained on the part of Tenant to be performed, hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 10,400 sq. ft. of medical office space (the "Dedicated Space") and the nonexclusive right to use the Six Hundred Ninety Five (695) square feet of area containing the lobby, electrical closets, utility rooms and rest rooms identified on the floor plan attached hereto as Exhibit B-1 and located in the vicinity of the Premises and the area to be leased to Illinois Bone and Joint Institute, Ltd., and Illinois corporation ("IBJ") (the "Shared Space"), plus an additional One Hundred Ninety Eight (198) square feet of the common space within the Building, as defined below (the "Additional Common Space"). Tenant and IBJ shall have the exclusive right to utilize the Shared Space and shall enter into an agreement providing for each of Tenant's and IBJ's rights and responsibilities in connection with the Shared Space, including without limitation construction, maintenance and utilities. Unless otherwise agreed by Landlord and Tenant, if IBJ's lease is terminated during the Term (defined below) of this Lease, all of the Shared Space will, immediately upon such termination, become part of the Premises and all of Tenant's rights and responsibilities hereunder with respect to the Dedicated Space shall apply to all of the Shared Space. For purposes of calculating the Basic Rent (as defined in Section 3.1) and Tenant's Proportionate Share (as defined in Section 4.7), Four Hundred Sixty Four (464) square feet shall be allocated to Tenant and Two Hundred Thirty One (231) square feet shall be allocated to IBJ. The Dedicated Space and the Shared Space shall sometimes be collectively referred to as the "Premises". The Premises are within that certain building the "Building") located on the land legally described on Exhibit A attached hereto and made a part hereof and commonly known as 2350 Ravine Way, Glenview, IL (the "Land"; the Land, the Building, all other improvements located on the Land and all appurtenances belonging to or in any way pertaining to the Land and the Building is hereinafter collectively referred to as the "Property"). A site plan of the Property is attached hereto as Exhibit B. The Premises are outlined on the floor plan attached to this Lease as Exhibit B-1.

1.2 **Term.** The term of this Lease (the "Term") shall be for approximately twelve

(12) years and nine (9) months, shall commence on the date the Landlord tenders possession of the Premises to Tenant ("**Possession Date**") and shall end on December 31, 2017 (as defined herein) (the "**Expiration Date**"). Rent shall commence on November 1, 2005 (the "**Rent Commencement Date**"), it being agreed and understood that all Rent from the Possession Date to the Rent Commencement Date is abated and is referred to as the "**Abatement**". Tenant shall have a one time right to terminate this Lease by written notice to Landlord provided that (i) Tenant provides written notice to cancel by no later than June 1, 2005; and (ii) Tenant pays Landlord within three (3) business days, at time of notice One Hundred Thousand Dollars (\$100,000.00), which date shall be the effective date of the termination of this Lease.

1.3 **Improvements.** Landlord has made no promises to alter, remodel or improve the Premises and Tenant shall take possession of the Premises in its "AS-IS WHERE LOCATED CONDITION." Any and all work required to be performed at the Premises, the Land and the Building due to the changes to the Building required by Tenant for increased electrical capacity referred to in Section 2.1, the separate entrances and a back-up generator on the Land, shall be Tenant's Work and shall be performed at Tenant's expense pursuant to plans and specifications which shall be subject to the prior written approval of Landlord, all as provided in Section 2 herein.

1.4 **Possession.** Landlord intends to give possession of the Premises to Tenant within two (2) business days after the later of (i) the full execution and delivery of this Lease by Landlord and Tenant, and (ii) Landlord's approval of Tenant's Plans (as provided in Section 2.2) herein, in order to enable the Tenant to start its construction. Tenant's possession and occupancy of the Premises prior to the Rent Commencement Date to enable Tenant to fit the Premises to its intended use shall be subject to all the terms and conditions of this Lease (except that Tenant shall not be required to pay Rent or other impositions during such occupancy).

1.5 **Lease Year Defined.** As used in this Lease, the term "**Lease Year**" shall mean (a) the twelve (12) month period commencing on the date Tenant commences operations at the Premises for Tenant's intended use as an ambulatory surgery center (the "**Opening Date**") if the Opening Date is on the first day of a calendar month, or (b) if the Opening Date is not the first day of a calendar month, the period commencing on the Opening Date and ending on the last day of the twelfth (12th) complete calendar month following the Opening Date, and, in either case, each succeeding twelve (12) month period thereafter which falls in whole or in part during the Term.

## **ARTICLE 2**

### **CONSTRUCTION**

2.1 **Tenant's Work.** After the Possession Date, Tenant shall perform at its sole cost and expense, but subject to the Landlord's Contribution, all work necessary to ready the Premises for Tenant's occupancy ("**Tenant's Work**"). Tenant shall also be



responsible for obtaining all applicable building permits in connection with performing the Tenant's Work. Landlord shall be responsible for obtaining all necessary site plan, appearance and signage approvals relating to the separate entrance, generator and signage. If not already available for use of occupants of the Premises prior to the Commencement Date, Landlord shall permit Tenant to increase the electrical capacity in the Building so that Tenant shall have of not less than 1600 amps, 208 volts and three (3) phase service in the Premises, and Landlord shall also cooperate and assist Tenant in connection with the expansion of the water pipes from two-inch diameter pipe to three-inch diameter pipe. Landlord shall cooperate with Tenant in connection with such change in electrical capacity and water capacity and shall provide access to the portions of the Land and such areas of the Building necessary or appropriate to install the needed equipment, pipes, cabling and wiring.

**2.2 Tenant's Plans.** Tenant's plans and specifications describing Tenant's Work in detail ("Tenant's Plans") shall be submitted to Landlord as soon as possible. After such submittal, Landlord shall notify Tenant of any failure of Tenant's Plans to meet with Landlord's approval within 7 days after receipt thereof. Landlord's failure to respond to Tenant with such 7 day period shall be deemed an approval of Tenant's Plans. Tenant shall, immediately after receipt of any such disapproval notice, cause Tenant's Plans to be revised and resubmitted to the Landlord for Landlord's approval. When Landlord or its designated agent has approved the original or revised Tenant's Plans, Landlord shall initial and return one set of approved Tenant's Plans to Tenant and the same shall become a part hereof as Exhibit "C". Tenant shall not commence any of Tenant's Work until Landlord has approved Tenant's Plans. Landlord shall not be required to deliver possession of the Premises to Tenant until Tenant's Plans have been submitted and approved by Landlord in accordance with this Section 2.2. Failure by Tenant to timely submit Tenant Plans shall not delay the occurrence of the Commencement Date. If Tenant wishes, after approval of the Tenant's Plans or commencement of the Tenant's Work, to do any additional construction, or make changes not reflected in the Tenant's Plans (the "Additional Work"), Tenant shall, at its expense, submit drawings and specifications for the Additional Work (the "Additional Plans") to Landlord for its approval, which shall not be unreasonably withheld, conditioned and delayed. The Additional Work shall be incorporated as part of Tenant's Plans. Landlord's approval of Tenant's Plans shall not be deemed a representation or warranty that Tenant's Plans are in compliance with applicable codes and regulations.

**2.3 Tenant's Construction.** The Tenant shall cause the Premises to be constructed in a good and workmanlike manner in accordance with Tenant's Plans. Tenant shall be responsible for causing the Tenant's Work to be completed by contractors of Tenant's choice. Landlord shall have no liability for any delays in the completion of the Tenant's Work. All contractors and sub-contractors engaged to perform the Improvements shall: (i) be fully licensed in accordance with applicable law; (ii) conform with minimum insurance requirements established by the Landlord, which requires all contractors to maintain \$3,000,000 general liability insurance and workmen's compensation insurance in the minimum amounts of \$100,000/ \$500,000/ \$100,000; and (iii) be capable of performing the Improvements in a first class and

timely manner. Tenant agrees to cause the Tenant's Work to be completed diligently and at such time and in such manner so as to not unreasonably interfere with the Landlord, its agents, other tenants or occupants of the Building or common areas. Prior to commencing the Tenant's Work, Tenant shall furnish to Landlord evidence of contractor's insurance with such endorsements as Landlord may reasonably request as required by the Lease. Upon completion of the Tenant's Work, Tenant shall furnish Landlord with a certificate from Tenant's architect stating that based upon the architect's observations, the Tenant's Work has been substantially completed in accordance with the Final Plans, and copies of the final sworn statement from the general contractor with supporting final waivers and affidavits to establish that all parties performing labor or supplying materials or services in connection with the improvements have been paid in full. The Tenant also agrees to furnish to Landlord copies of any other documents that the Landlord may, from time to time, reasonably request in order to insure compliance with this Article or that the Tenant's Work is being completed on a lien free basis. In the event Tenant fails to comply with the provisions of this Section 2.3, or in the event a lien is filed against the Premises, Tenant shall be deemed to be in default and Landlord shall have the right to prevent all further Tenant Work until such time as Tenant cures the default or furnishes to Landlord such security to ensure payment of the lien and completion of the remaining improvements on a lien free basis. Tenant must comply with each of the following covenants, conditions and requirements:

(A) Tenant and Tenant's agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony and not interfere with Landlord and Landlord's agents in the performance of the Building Work or work for other tenants and occupants of the Building;

(B) Tenant agrees that any such entry into the Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of this Lease, except as to the covenant to pay Rent, and Tenant further agrees that in connection therewith Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of Tenant's Work and/or to property placed in the Premises prior to the Commencement Date and thereafter, the same being at Tenant's sole risk, except to the extent such injury, loss or damage arises out of Landlord's negligence or willful acts. Tenant shall allow Landlord access to the Premises for inspection purposes at all reasonable times during the period that Tenant is performing any Tenant's Work, provided Landlord gives Tenant reasonable notice thereof and does not interfere with the construction of Tenant's Work. If Tenant or any entity performing Tenant's Work on behalf of Tenant causes any injury to any person or any damage to the Premises, the Building, any other property of Landlord or to any other person, then Tenant agrees to indemnify, defend and hold Landlord harmless from and against any loss, damage or injury suffered in connection with any such damage or injury. Further, Tenant shall cause such damage to be repaired at Tenant's expense, and if Tenant fails to cause such damage to be repaired promptly upon Landlord's demand therefore, then Landlord may cause such damage to be

repaired in which event Tenant shall promptly upon Landlord's demand pay to Landlord the cost of such repairs.

(C) All contractors and subcontractors performing Tenant's Work shall use only those service corridors and service entrances designated by Landlord for ingress and egress of personnel, and the delivery and removal of equipment and material through or across any common areas of the Building shall only be permitted with the written approval of Landlord (not to be unreasonably withheld, conditioned or delayed) and during hours determined by Landlord. Landlord shall have the right to order Tenant or any contractor or subcontractor who violates these requirements to cease work in the Building and remove its equipment and its employees from the Building. At Landlord's option, Landlord may by written notice to Tenant within five (5) business days of the completion of Tenant's Work require Tenant to remove any work that has not been done substantially according to Tenant's Plans, and to restore any portion of the Building or Premises on which Tenant has performed such nonconforming work to its original condition or to a condition in compliance with Tenant's Plans;

(D) During the performance of Tenant's Work and Tenant's fixturing, Tenant shall provide trash removal service from a location designated by Landlord. Tenant shall be responsible for breaking down boxes and placing trash in Tenant's containers at such designated location. Tenant shall accumulate its trash in containers supplied by Tenant and shall not permit trash to accumulate within the Premises or in any Building corridors or public areas. Tenant shall perform Tenant's Work in a manner that dust or dirt is contained as much as possible within the Premises, and Tenant shall cause Tenant's contractors to leave the Premises in broom clean condition at the end of each day. Should Landlord deem it necessary to remove Tenant's trash because of accumulation, Tenant shall pay to Landlord an additional charge for such removal on a time and material basis;

(E) Tenant agrees that all services and work performed on the Premises by, on behalf of or for the account of Tenant, including installation of telephones, carpeting, materials and personal property delivered to the Premises, shall be done in a first-class, workmanlike manner using only good grades of material and shall be performed only by licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's contractors and subcontractors and with other contractors and subcontractors in the Building; provided, however, if Tenant uses non-union tradesmen and as a result Tenant is delayed in its completion of Tenant's Work, Tenant shall not be entitled to a delay of the Rent Commencement Date due to interruption in Tenant's Work; and

(F) Tenant agrees to protect, indemnify, defend and hold Landlord and its agents, partners, contractors and employees harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (except those caused by the negligent or intentional actions of

Landlord), including reasonable attorney's fees, of whatever nature, including those to the person and property of Tenant, its employees, agents, invitees, licensees and others arising out of or in connection with the activities of Tenant or Tenant's contractors in or about the Premises or the Building, and the cost of any repairs to the Premises or the Building necessitated by activities of Tenant or Tenant's contractors.

**2.4 Landlord's Contribution to Tenant's Work.** The Cost of the Tenant's Work shall be paid for by the Tenant, subject to the obligation of the Landlord to pay "Landlord's Contribution" as defined herein. The Cost of the Tenant's Work shall mean and include all costs and expenses to be incurred in connection with the Tenant's Work, including design and construction costs, in accordance with the Final Plans. Prior to commencement of the Tenant's Work, Tenant shall submit to Landlord a written itemized statement of the Cost of the Tenant's Work. Provided that Tenant is not in default under this Lease, Landlord shall pay as Landlord's Contribution for the Cost of the Tenant's Work the sum of **[\$558,100.00 (based upon \$50.45 per square foot for the rentable area of the Premises and subject to adjustment on a square foot basis in the event the size of Premises is greater or less than 11,062 square feet)]** ("Landlord's Contribution"). Tenant shall pay an amount representing the difference between the Cost of the Work and the Landlord's Contribution and shall be referred to as the "Tenant's Contribution". It is agreed and understood that Landlord's Contribution and Tenant's Contribution ("Escrow Funds") for the Tenant's Work shall be deposited into and disbursed through a construction escrow in order to provide the funds necessary to provide for the lien free construction of the Tenant's Work. Landlord and Tenant agree to create a construction escrow ("Escrow") with Chicago Title Insurance Company ("Title Company") and deposit all funds necessary for the performance of Tenant's Work prior to start of construction. Upon receipt of such documents as required by the Title Company to insure the lien free construction of the Tenant Work, the Escrow Funds shall be disbursed in such draw requests as the Tenant deems proper. All draw requests shall be administered by the Title Company and disbursed through the Escrow. The cost of the Escrow shall be paid by the Tenant. The Landlord shall receive a copy of the Escrow agreement, copies of all documents evidencing deposit of the Escrow Funds or disbursement from the Escrow, or any other documents that the Landlord may request in order to insure compliance with this Section or that the Tenant's Work is being completed on a lien free basis. It is expressly agreed and understood that all construction draws from the Escrow shall be made in such a manner that the Escrow is "in balance" at all times. In balance shall mean that, at all times, the undistributed portion of the Escrow Funds shall equal or exceed the amount necessary to complete the Tenant's Work. Upon completion of the Tenant's Work, Tenant shall furnish Landlord with a certificate from Tenant's architect stating that the Tenant's Work has been completed in accordance with the Final Plans and copies of the sworn statements with supporting waivers and affidavits to establish that all parties performing labor or supplying materials and services in connection with the Tenant's Work have been paid in full. Additionally, Tenant shall deliver to Landlord a written statement addressed to Landlord certifying the amount of Tenant's Work which is in the nature of leasehold improvements installed in the Premises by Tenant.

If any portion of Landlord's Contribution is not used toward the cost of Tenant's Work, then Landlord will afford Tenant a credit for the unused portion of Landlord's Contribution against the next payments of Base Rent due from Tenant under the Lease for the Premises. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to withhold payments to contractors or subcontractors, if in Tenant's reasonable opinion, the work has not been completed or has not been completed to Tenant's satisfaction, so long as Tenant complies with the provisions of Section 29 below.

**2.5 Verification of Square Footage.** Upon completion of the Tenant's Work, Tenant's architect shall submit in writing the exact number of square footage contained in the Premises. In the event the actual square footage of the Dedicated Space is different than 10,400 sq. ft., or the Shared Space is less than Six Hundred Ninety Five (695) square feet, with an allocation of 66.762% of the Shared Space to Tenant, or the Additional Common Space is different than One Hundred Ninety Eight (198) square feet, then the rent schedule as set forth in Article 3 shall be adjusted accordingly based upon the actual square footage. Notwithstanding anything to the contrary contained herein, until the measurement of the Rentable Area of the Premises is finally determined, the Rentable Area of the Premises set forth in Section 1.1 shall control and as of the Rent Commencement Date, Tenant shall begin paying, (i) Base Rent (ii) Tenant's Proportionate Share of Impositions (as hereinafter defined), and (iii) Tenant's Proportionate Share of Common Area Costs (as hereinafter defined), based on the Rentable Area of the Premises set forth in Section 1.1.

### ARTICLE 3

#### BASE RENT

3.1 **Base Rent.** Tenant shall pay an annual base rent ("Base Rent") to Landlord for the Premises in equal monthly installments ("Monthly Base Rent") in the amounts set forth below, (subject to any adjustment required as a result of a change in the actual square footage of the Premises), in advance, on the first day of the Term and on the first day of each and every calendar month thereafter, and at the same rate for fractions of a month if the Term shall begin on any day except the first day of a calendar month or shall end on any day except the last day of a calendar month:

Year	Square Footage	Rent Per Sq. Ft.	Year Net Rent	Monthly Rent
1/1/06 – 12/31/06	11,062	\$19.11	\$211,394.82	\$17,616.23
1/1/07 – 12/31/07	11,062	\$19.58	\$216,593.96	\$18,049.50
1/1/08 – 12/31/08	11,062	\$20.05	\$221,793.10	\$18,482.76
1/1/09 – 12/31/09	11,062	\$20.55	\$227,324.10	\$18,943.67
1/1/10 – 12/31/10	11,062	\$21.06	\$232,965.72	\$19,413.81
1/1/11 – 12/31/11	11,062	\$21.58	\$238,717.96	\$19,893.16
1/1/12 – 12/31/12	11,062	\$22.12	\$244,691.44	\$20,390.95
1/1/13 – 12/31/13	11,062	\$22.67	\$250,775.54	\$20,897.96
1/1/14 – 12/31/14	11,062	\$23.24	\$257,080.88	\$21,423.41
1/1/15 – 12/31/15	11,062	\$23.83	\$263,607.46	\$21,967.29
1/1/16 – 12/31/16	11,062	\$24.44	\$270,355.28	\$22,529.61
1/1/17 – 12/31/17	11,062	\$25.06	\$277,213.72	\$23,101.14

Notwithstanding anything provision contained in this Lease to the contrary, (i) Monthly Base Rent for the each of the first two (2) months of the Term shall be \$5,000, and (ii) Tenant will not be required to pay Tenant's Proportionate Share of Impositions (defined below) or Tenant's Proportionate Share of Common Area Costs (defined below) during the first two (2) months of the Term.

3.2 **Manner of Payment.** Base Rent, Tenant's Proportionate Share of Impositions, Tenant's Proportionate Share of Common Area Costs (as defined herein), additional rent and all other amounts becoming due from Tenant to Landlord hereunder (collectively, the "Rent") shall be paid in lawful money of the United States to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease and Rent and, except as otherwise provided herein, shall be paid without any notice, demand, setoff, abatement, counterclaim or deduction whatsoever. Concurrently with the execution hereof, Tenant shall pay Landlord Monthly Base Rent for the first calendar month of the Term for which Tenant is so obligated.

## ARTICLE 4

### IMPOSITIONS

4.1 Obligation to Pay Impositions. In addition to paying the Base Rent specified in Article 3 hereof, Tenant shall also pay as additional rent the Tenant's Proportionate Share of Impositions determined in accordance with this Article 4.

4.2 Payment by Tenant. This Lease is what is commonly called a "net lease," it being understood that Landlord shall receive the Monthly Base Rent set forth in Section 3.1 hereof free and clear of any and all other impositions, taxes, assessments, liens, charges or expenses of any nature whatsoever in connection with the ownership, maintenance, repair and operation of the Premises, except as expressly provided for herein. Tenant shall pay to Landlord within thirty (30) days after demand therefore (which demand shall be accompanied by a copy of the real estate tax bill or other imposition) as additional rent for the Premises, its Proportionate Share (as defined herein) of all taxes and assessments, general and special, water rates and all other impositions, foreseen and unforeseen, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed, charged or imposed during the Term upon the Premises, or any part thereof, or upon any improvements at any time situated thereon (collectively, the "Impositions"); provided, however, that Impositions levied against the Premises shall be prorated between Landlord and Tenant as of the Commencement Date for the first year of the Term and as of the Expiration Date for the last year of the Term (on the basis of Landlord's reasonable estimate thereof). Alternatively, at Landlord's option at the expiration of the Term, Tenant shall deposit with Landlord the amount of Impositions that Landlord reasonably estimates that Tenant shall be responsible to pay for the final year of the Term, which amount shall be placed into an interest bearing federally insured account (the "Tax Account"). Any and all interest earned thereon shall be added to and be deemed to be part of the Tax Account. Landlord shall promptly forward to Tenant a copy of the real estate tax bill for the final year of the term upon its receipt thereof. To the extent that sufficient funds are then available in the Tax Account, Landlord shall pay Tenant's share of the Impositions for the final year of the Term from the Tax Account when said payment is due. In the event Tenant's share of said Impositions, based upon the actual bill, is less than the amount then held in the Tax Account, such balance shall be promptly refunded to Tenant within sixty (60) days; provided that no obligations of Tenant under this Lease are then outstanding. In the event Tenant's Proportionate Share of said Impositions, based upon the actual bill, is greater than the amount then held in the Tax Account, Tenant shall pay to Landlord, within thirty (30) days of receipt of Landlord's written demand therefore, the difference between Tenant's Proportionate Share of said Impositions and the amount then held in the Tax Account. Impositions shall also include fees and costs incurred by Landlord to the extent such fees and costs relate to savings realized during the Term and any extension thereof. Tenant may take the benefit of the provisions of any statute or ordinance permitting any assessment to be paid over a period of years and Tenant shall be obligated to pay only those installments falling due during the Term. The definition of Taxes shall exclude any federal, state, or local net income, capital stock, succession, transfer, replacement, franchise, gift, estate or inheritance taxes. Unless Tenant requests the conversion of the Building into condominiums, in the event Landlord causes the

Building to become subject to the provisions of the Condominium Property Act which results in a significant increase in the Impositions, Tenant shall be responsible for Impositions based upon the prior assessment of the Building, with annual increases thereafter not to exceed five percent (5%) per year.

4.3 **Alternative Taxes.** If at any time during the Term, the method of taxation prevailing at the commencement of the Term shall be altered so that any new tax, assessment, levy, imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon this Lease or the Premises or the Rent or additional rent or other income therefrom, and shall be imposed upon Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the definition of Impositions for the purposes hereof, and Tenant shall pay and discharge the same as herein provided with respect to the payment of Impositions. There shall be excluded from Impositions all federal income taxes, state and local net income tax, federal excess profit taxes, franchise, capital stock and federal or state estate or inheritance taxes of Landlord.

4.4 **Evidence of Payment.** Tenant shall deliver to Landlord duplicate receipts (or Photostat copies thereof) evidencing the payments of all Impositions within thirty (30) days after the respective payments evidenced thereby to the extent that Tenant is obligated to pay same directly to the applicable taxing authority pursuant to this Article 4.

4.5 **Right to Contest.** Tenant shall not be required to pay any Imposition or charge upon or against the Premises, or any part thereof, or the improvements at any time situated thereon, so long as Tenant shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceeding which shall have the effect of preventing the collection of the Imposition or charge so contested; provided, however, that, pending any such legal proceedings, Tenant shall give Landlord such security as may be deemed reasonably satisfactory to Landlord to insure payment of the amount of the Imposition or charge and all interest and penalties thereon. If, at any time during the continuance of such contest, the Premises or any part thereof is, in the reasonable judgment of Landlord, in imminent danger of being forfeited or lost, Landlord may use such security for the payment of such Imposition.

4.6 **Representations and Warranties.** Tenant agrees and acknowledges that Landlord has made no representation, warranty or guarantee relating to the amount of the Impositions. Tenant has had an opportunity to consult with Landlord with respect to the Impositions projected for the operation of the Premises but has not relied upon any statements or representations of Landlord or any agent or affiliate of Landlord in regard thereto in executing this Lease and agreeing to perform the terms and covenants hereof and shall make no claims against Landlord based thereon.

4.7 **Proportionate Share.** Tenant's proportionate share is hereby designated as eighteen and 19/100 percent (18.19%). Upon completion of construction of the Premises, "Tenant's Proportionate Share" shall be a fraction, the numerator of which shall be the square footage of the Premises, and the denominator of which shall be the square



footage of the Building, which the parties stipulate is sixty thousand eight hundred (60,800) square feet.

## **ARTICLE 5**

### **USE OF PREMISES AND COMMON AREAS**

5.1 **Permitted Uses.** Tenant shall use and occupy the Premises for a multi specialty surgical center specializing in the practice of orthopedic medicine, imaging and general office use and ancillary services related thereto and for no other use or purpose unless otherwise agreed to in writing by Landlord, which approval shall not be unreasonably withheld.

5.2 **Prohibited Uses.** Tenant shall not use or permit the Premises to be used in any manner other than the permitted uses set forth in Section 5.1 above. Notwithstanding anything contained herein to the contrary, Tenant shall not use or permit the Premises to be used in any manner which would (a) be contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; (b) violate any certificate of occupancy affecting the Premises; (c) cause injury to the Premises or the building forming a part thereof; (d) cause the value or usefulness of the Premises or any part thereof to diminish; (e) constitute a public or private nuisance or waste; or (f) render the insurance on the Premises void or the insurance risk more hazardous or create any defense to payment, and Tenant agrees that it will promptly, upon discovery of such use, take all necessary steps to compel the discontinuance of such use.

5.3 **Adverse Possession.** Tenant shall not use, suffer or permit the Premises or any portion thereof to be used by Tenant, any third party or the public, as such, without restriction or in such manner as might reasonably tend to impair Landlord's title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third persons; or of implied dedication of the Premises or any portion thereof. Nothing contained herein and no action or inaction by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or make any agreement that may create, give rise to or be the foundation for any such right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Premises.

5.4 **Common Areas.** Landlord grants to Tenant, its employees, agents, and invitees, the non-exclusive right to use all of the Common Areas of the Property (as defined herein).

5.5 **Maintenance of Common Areas.** Landlord agrees to maintain the Common Areas in good order and repair and in any event comparable to other first class surgery centers in the suburbs of Chicago. Common Areas shall consist of all areas of the Property which are now or hereafter made available for the joint use and benefit of the tenants, and their respective agents, employees and invitees at the Property, and shall include, but not be limited to all lobbies, common hallway and parking areas, landscaped areas, streets, sidewalks, driveways, roads, curbs, service corridors, fences, perimeter walls, lighting facilities, sewer lines, water mains, pipes, conduits and other improvements, detention and retention basins, if any. Landlord reserves the right in its management of the

Common Areas to duly perform such acts as the Landlord deems reasonably advisable including but not limited to closing off all or any part of the Common Areas temporarily for the purpose of maintenance, repair, construction or other reasonable purpose, constructing other buildings structures or improvements on the Property or Common Areas and making alterations or additions thereto provided that access to the Premises or use of the Premises as an ambulatory surgery center is not unreasonably interfered with or denied. Tenant shall not interfere with Landlord or other tenant's rights to use any part of the Common Areas.

**5.6 Reimbursement of Common Area Costs.** Tenant shall pay Tenant's Proportionate Share of all operating expenses incurred by the Landlord with regard to the management, which shall consist of a management fee consistent with similar properties in suburban Chicago but in no event exceeding three percent (3%) of gross rents from the Building, maintenance, repair of the Common Areas (collectively, "**Common Area Costs**"). The Common Area Costs shall include, but not be limited to, those costs and expenses incurred in connection with landscaping, sprinklers, repairing and restriping parking lots, public utilities, lighting, insuring (including but not limited to fire, casualty, and extended all risk coverage, personal injury and property damage), removal of snow, trash, rubbish and other refuse from the parking lot or other Common Areas, sewers and water lines, detention and retention basins, if any the cost of capital improvements made after the construction of the building which are required under any governmental laws, regulations or ordinances or which are intended to reduce common area costs (which costs shall be amortized over a reasonable period of time, and fifteen percent (15%) of all the foregoing costs as Landlord's administrative and overhead costs.

Common Area Costs do not include costs for (1) capital improvements made to the Common Areas and/or the Building (except capital improvements described in the preceding paragraph of this Section 5.6); (2) repairs, replacements and general maintenance paid or payable by proceeds of insurance, condemnation proceeds or by Tenant or other third parties; (3) interest, principal, amortization or other payments on loans to Landlord; (4) depreciation of the Land or the Building; (5) real estate brokerage and/or leasing commissions and marketing and promotional costs and expenses; (6) renovations, alterations or improvements to the space of other tenants or occupants of the Building or vacant space in the Building or costs related to the occupancy or move in by tenants of the Building; (7) the cost or other items within the meaning of Impositions; (8) transfer, gains, franchise, inheritance, estate, succession, gift, corporation, profit and income taxes imposed upon Landlord; (9) costs incurred with respect to a sale or transfer of all or any portion of the Property or any interest therein, or in any person of whatever tier owning an interest therein; (10) financing and refinancing costs; (11) the cost of electric energy furnished to any space leased or available for lease to tenants in the Building; (12) salaries, fringe benefits and other compensation of Landlord's personnel above the grade of general manager and costs of employees other than any personnel engaged exclusively in the management, operating, maintenance and repair of the Building (but not leasing or marketing); (13) ground rent, if any, or any other payments under any superior lease; (14) expenses incurred in connection with services or other benefits of a type that are not provided to Tenant (or are provided at separate or additional charge) but which are provided to another tenant or occupant of the Building; (15) amounts otherwise includable

in operating expenses but reimbursed to Landlord directly by Tenant or other tenants of the Building; (16) costs and expenses payable to any affiliate of Landlord, to the extent that such costs and expenses exceed competitive costs and expenses for materials and services provided by unrelated persons or entities of similar skill, competence and experience; (17) the cost of any judgment, settlement or arbitration award resulting from any liability of Landlord (other than a liability for amounts otherwise includable in operating expenses hereunder) and all expenses incurred in connection therewith; (18) the cost of acquiring or replacing any separate electrical meter which Landlord may provide to any of the tenants in the Building or to increase the electrical capacity available to the Premises or the Building; (19) any interest, fine, penalty or other late charges payable by Landlord, unless and only to the extent that such late charge or amount results from Tenant's failure to pay to Landlord in a timely fashion any amounts required under this Lease; (20) the cost of electricity and overtime heating, ventilating and air conditioning furnished to the Premises or to any other space rented to tenants; (21) any increased insurance costs reimbursed directly to Landlord by any tenant in the Building, including, without limitation, Tenant, pursuant to its respective lease; (22) costs incurred by Landlord which result from Landlord's breach of a lease or Landlord's tortious or negligent conduct; (23) the cost of repairs, replacements or restorations by reason of fire or other casualty or condemnation, as described below; (24) costs and expenses incurred by Landlord in connection with any obligation of Landlord to indemnify any Building tenant (including Tenant) pursuant to its lease or otherwise; (25) all expenses incurred by Landlord in removing or remediating the effects of hazardous materials (other than hazardous materials customarily used or removed in the ordinary course of business in office buildings or caused by Tenant) introduced to the Property by Landlord after the date of this Lease; (26) the cost of initial construction of the Building (including, without limitation, costs of utility installation, separate metering and/or tap-in charges associated with or included as part of the initial construction of the Building); (27) the cost of correcting defects in the construction of the Building; (28) legal fees in connection with negotiating leases (including amendments or renewals of leases) and/or other agreements with other tenants in the Building or in connection with enforcing lease obligations of other tenants in the Building; (29) amounts incurred for charitable or political contributions; and (30) contributions made by Landlord in any given calendar year to one or more cash "reserve" accounts, which reserves are established by Landlord to cover Expenses anticipated to be incurred during any periods following the applicable calendar year.

On an annual or other basis, Landlord shall deliver to Tenant by June 30 of each calendar year a statement of reconciliation of the Common Area Costs and a calculation of Tenant's Proportionate Share for the preceding calendar year. Tenant shall pay Landlord for Tenant's Proportionate Share, unless any previous payments attributable to that period by the Tenant of the Common Area Costs for the fiscal period to which the expenses apply within thirty (30) days after receipt thereof. Tenant's obligations shall be prorated to account for any fractional portion of a fiscal period included in the term of the Lease. At the request of Landlord, Tenant shall also pay to Landlord, on the first day of each calendar month throughout the term of the Lease, Tenant's Proportionate Share of the estimated Common Area Costs, which may be adjusted by Landlord from time to time. All Common Area Costs shall be deemed additional rent. In the event Tenant's Proportionate Share of the actual Common Area Costs for such calendar year exceed the Tenant payments,

Tenant shall pay within fifteen (15) days after receipt of demand for payment the difference to the Landlord. If the statement indicates an overpayment by the Tenant, the Tenant shall be entitled to an offset of such excess against payments thereafter becoming due. If the statement indicates an over payment by the Tenant in the final year of the Lease Term, then Landlord will refund said excess payment to Tenant within thirty (30) days of Landlord determination of said overpayment. If no such payments are due, Landlord shall refund the excess payment within fifteen (15) days thereafter. Tenant shall have the right, after reasonable notice and at reasonable times, and within one hundred sixty (160) days after the delivery of any final statement, to inspect and photocopy Landlord's accounting records and supporting materials regarding the Common Area Costs. Tenant, or its agents, shall have the right to audit such records and supporting documentation. If such audit reveals that Landlord has overcharged Tenant, then within thirty (30) days after receipt of the results of the audit, Landlord shall refund the overcharge to Tenant, provided that, if the audit reveals that the Landlord's determination of Common Area Costs was an error in Landlord's favor by more than five percent (5%), Landlord shall pay the cost of such audit. In the event that Tenant fails to request an audit within one hundred eighty (180) days after the delivery of a final statement for any year, such statement shall be binding.

## **ARTICLE 6**

### **UTILITIES AND SERVICES**

6.1 **Utilities and Services.** Gas, water and electricity shall not be furnished by Landlord, but shall be furnished by utility companies serving the area in which the Building is located. Landlord shall permit Tenant to receive such service directly from such utility companies at Tenant's cost, and shall permit Landlord's wire and conduits, to the extent available, suitable and safely capable, to be used for such purposes. Tenant shall make all necessary arrangements with the utility company for metering, and Tenant shall pay for all charges for such utility services consumed on or within the Premises during Tenant's occupancy thereof. Tenant shall make no alterations or additions to the electric equipment or appliances without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Tenant covenants and agrees that all times its use of electric current shall never knowingly exceed the capacity of the feeders to the Building or the risers or wiring installed thereon.

6.2 **Interruption of Services.** Tenant understands, acknowledges and agrees that any one or more of the utilities or other building services identified above may be interrupted by reason of accident, emergency or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain reasonable repairs, alterations, or improvements can be made. Landlord shall attempt to provide at least one week's prior written notice to Tenant of such scheduled alterations or improvements. Landlord does not represent or warrant the uninterrupted availability of such utilities or building services, and that any such interruption shall not be deemed an eviction or disturbance of Tenant's right to possession, occupancy and use of the Premises or any part thereof, or render Landlord liable to Tenant in damages by abatement of Rent or otherwise, or relieve Tenant from the obligation to perform its covenants under this Lease. If the Premises or any portion thereof become untenable due to an interruption

or disruption of service, Landlord shall use its best efforts to cause the Premises to become tenantable or to restore these services as promptly as possible.

6.3 **Regulations Regarding Utilities and Services.** Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services necessary for the operation of the Premises.

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## **ARTICLE 7**

### **CONDITION AND CARE OF PREMISES**

7.1 **Tenant Obligations.** Except as set forth in Section 7.2, and subject to the provisions of Articles 15 and 16 below, at its sole cost and expense throughout the Term, Tenant shall, subject to the terms of Section 7.2 below, (a) keep the Premises (including the heating, ventilation and air conditioning system serving the Premises so long as it does not serve any other premises in the Building) in good order, condition and repair and (b) make and perform all maintenance, all repairs thereto, including, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description. When used in this Article 7, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. As to any repairs costing in excess of Thirty Thousand Dollars (\$30,000.00) and as to any replacements whatsoever, Tenant shall, in connection therewith, comply with the requirements of Article 12 hereof as if such work constituted an alteration. All repairs made by Tenant shall be at least equal in quality to the work performed in constructing the Improvements and shall be made by Tenant in accordance with all laws, ordinances, and regulations, whether heretofore or hereafter enacted. The necessity for or adequacy of maintenance and repairs shall be measured by the standards which are appropriate for improvements of similar construction and class, provided that Tenant shall, in any event, but subject to the terms and provision of Section 7.2 below, make all repairs necessary to avoid any structural damage or other damage or injury to the Building.

7.2 **Landlord Obligations.** Other than as expressly set forth in this Section 7.2, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Premises or the Building; provided, however, that notwithstanding anything contained in this Section 7.2 to the contrary, Landlord shall be responsible for the repair of the Common Areas (subject to Tenant reimbursement of its Proportionate Share of Common Area Costs and amortized on a reasonable basis), and, at Landlord's sole cost and expense, the foundation and structural steel aspects of the Building (so long as any repairs or maintenance thereto is not necessitated by any action or omission or the negligence of Tenant, in which event Tenant shall be solely responsible for such repairs or maintenance). During the first lease year, the Landlord agrees to keep in good order, condition and repair the heating, ventilation and air conditioning system and electrical system.

7.3 **Compliance With Laws, Rules and Regulations.** Tenant shall, at its sole and expense, comply with (a) all federal, state, county, municipal and other governmental and quasi-governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same; (b) the provisions of the Declaration; and (c) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises. Tenant shall comply with the requirement of all policies of public liability, fire and other insurance, which at any time may be in force with respect to the Premises. Notwithstanding anything contained herein to the contrary, the Premises shall, as of the Commencement Date, be in substantial compliance with the Americans With Disabilities Act Accessibility Guidelines, to the extent required under Title III of the Americans With Disabilities Act, and any costs to bring the Premises into compliance therewith shall be borne solely by Landlord and shall not be subject to reimbursement by Tenant to Landlord. Notwithstanding the foregoing, Tenant shall not be obligated to make any alterations or capital improvements to the Premises required by any laws to the extent similar alterations and improvements will be required to be made to the Building as a whole (i.e., as distinguished from alterations or improvements made necessary by Tenant's particular use of the Premises or Tenant's particular build-out of such space).

## **ARTICLE 8**

### **RETURN OF PREMISES**

8.1 **Surrender of Possession.** At the termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right of possession without termination of this Lease as set forth herein, Tenant shall surrender possession of the Premises to Landlord, deliver all keys to the Premises to Landlord and make known to Landlord the combination of all locks of vaults then remaining in the Premises, and shall, subject to the following paragraph, return the Premises and all equipment and fixtures of Landlord therein to Landlord in as good condition as when the construction of the Improvements is completed, ordinary wear and tear, insurable repairs, loss or damage by fire or other insured casualty, condemnation and damage resulting from the act of Landlord or its employees and agents excepted, failing which Landlord may, upon written notice thereof to Tenant and Tenant's failure to do so within a reasonable period of time, restore the Premises and such equipment and fixtures to such condition and Tenant shall pay the reasonable cost thereof to Landlord on demand.

8.2 **Installations and Additions.** All installations, additions, partitions, hardware, light fixtures, and improvements, temporary or permanent, except movable furniture, cubicles, medical machines and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall, upon the expiration or earlier termination of this Lease, become Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant.

8.3 **Trade Fixtures and Personal Property.** Tenant shall remove Tenant's furniture, machinery, safes, trade fixtures, light fixtures, partitions and other items of movable personal property of every kind and description from the Premises and restore any damage to the Premises caused thereby, such removal and restoration to be performed prior to the expiration of the Term or ten (10) days following termination of this Lease or Tenant's right of possession, whichever might be earlier. If Tenant fails to remove such items, Landlord may do so and thereupon the provisions of Section 18.6 shall apply, and ~~Tenant shall pay to Landlord upon demand the cost of removal and of restoring the~~ Premises.

8.4 **Survival.** All obligations of Tenant under this Article 8 shall survive the expiration of the Term or sooner termination of this Lease.

## **ARTICLE 9**

### **HOLDING OVER**

Tenant shall pay Landlord for each day Tenant retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, by lapse of time or otherwise, or of Tenant's right to possession of the Premises, an amount which is one hundred fifty percent (150%) of amount of Base Rent, plus actual Impositions and any other Rent for a day based on the latest annual rate of Base Rent provided for in Article 3 for the period in which such possession occurs, calculated as though such period were within the Term, and Tenant shall also pay all damages, consequential as well as direct, sustained by Landlord by reason of such retention. Acceptance by Landlord of Rent after such termination shall not of itself constitute a renewal. Nothing contained in this Article 9 shall be construed or operate as a waiver of Landlord's right of reentry or any other right or remedy of Landlord.

## **ARTICLE 10**

### **RULES AND REGULATIONS**

Tenant agrees to observe and not to interfere with the rights reserved to Landlord contained in Article 11 hereof and agrees, for itself, its employees, agents, contractors, invitees and licensees, to comply with such reasonable rules and regulations as may be adopted by Landlord and applied on a non-discriminatory basis pursuant to Article 11 hereof. Any violation by Tenant of the rules and regulations contained in this Lease, or as may hereafter be adopted by Landlord pursuant to this Lease, may be restrained, but whether or not so restrained, Tenant acknowledges and agrees that it shall be and remain liable for all damages, loss, costs and expenses resulting from any violation by Tenant of said rules and regulations. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce said rules and regulations or the terms, covenants and conditions of any other lease against any other tenant or any other persons,



and Landlord and its beneficiary shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents or invitees or by any other person.

## **ARTICLE 11**

### **RIGHTS RESERVED TO LANDLORD**

Landlord reserves the following rights, exercisable without notice, liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use as an ambulatory surgery center or possession, or giving rise to any claim for setoff or abatement of Rent, or affecting any of Tenant's obligations under this Lease:

(a) to retain at all times, and to use in appropriate instances (such as an emergency) and at no other times without the express permission of Tenant, pass keys to the Premises;

(b) to Tenant to exhibit the Premises at reasonable hours during the final year of the Term and with reasonable prior notice to Tenant, and to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant either abandons the Premises or vacates same upon a Default by Tenant hereunder;

(c) to enter the Premises upon reasonable prior verbal notice at reasonable hours for reasonable purposes, including inspection, provided however that to the extent possible, inspections will only be made upon advance written notice; Tenant may prohibit Landlord and any exhibitees from entering those portions of the Premises being utilized for medical appointments or procedures at such time, and may require that a representative of Tenant accompany Landlord and exhibitees to protect patient care and confidentiality;

(d) in case of fire, invasion, insurrection, mob, riot, civil disorder, or threat thereof, Landlord reserves the right to limit or prevent access to the Premises during the continuance of the same, or otherwise take such action or preventive measures deemed necessary by Landlord for the safety or security of the occupants of the Premises or the protection of the Premises; and

(e) from time to time and with advance reasonable notice to make reasonable and necessary amendments to the rules and regulations attached hereto as Exhibit D for the protection and welfare of the Premises and its occupants, as Landlord may determine, and Tenant agrees to abide by and comply with all such rules and regulations so long as any additional rules or regulations promulgated by Landlord are not in conflict with this Lease and are provided to Tenant in writing.

## **ARTICLE 12**

## ALTERATIONS

Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, make any alterations, additions or improvements to the Premises (but excluding non-structural improvements or decorating which does not affect all mechanical, electrical and plumbing systems and is less than \$30,000 in the aggregate per lease year). Landlord's consent of said alterations shall be approved within fourteen (14) days or the consent shall be deemed approved. If Landlord consents to such alterations, additions or improvements, before commencement of the work or delivery of any materials onto the Premises, Tenant shall furnish to Landlord for approval by Landlord within fourteen (14) days of Landlord receipt plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in customary form, substance and amount in relation to the scope of the work being undertaken by Tenant. All alterations, additions and improvements shall be installed in a good, workmanlike manner, and only new, high-grade materials shall be used. Tenant further agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, additions or improvements. Before commencing any work in connection with such alterations, additions or improvements, Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials insuring Landlord against any and all liabilities which may arise out of or be connected in any way with said alterations, additions or improvements. Tenant shall pay the cost of all such alterations, additions and improvements and also the cost of decorating the Premises occasioned by such alterations, additions and improvements, including the cost of labor and materials, contractors' profit, overhead and general conditions. Subject to Tenant's right to contest lien claims as provided in Section 29, upon completing any alterations, additions or improvements, Tenant shall furnish Landlord with contractors' affidavits, in form required by law, and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations, additions and improvements shall comply with the requirements of all state and federal statutes and regulations and with the requirements of Section 7.3 above. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to make alterations required in connection with its use of the Premises as an ambulatory surgery center so long as Tenant complies with Landlord's reasonable suggestions relating to alterations which might adversely affect Building systems or structural items.

## ARTICLE 13

### ASSIGNMENT AND SUBLETTING

13.1 Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, and which consent shall be deemed given if Landlord does not respond to Tenant's request within fourteen (14) days, (a) assign, transfer, mortgage, pledge, hypothecate or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it; (b) allow to exist or occur any transfer

of or lien upon this Lease or Tenant's interest herein by operation of law; (c) sublet the Premises or any part thereof; or (d) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Article 5 above or by anyone other than Tenant and Tenant's employees and Tenant's Invitees; except that Tenant shall have the right to sublet portions of the Premises, not to exceed twenty-five percent (25%) of the area, to entities providing services to Tenant or to Tenant's patients. Notwithstanding the restrictions set forth in the preceding sentence, Tenant shall have the right, without being required to obtain Landlord's prior written consent (but subject to written notice from Tenant to Landlord), to enter into an assignment of this Lease or a sublease of the Premises, or any portion thereof, to any subsidiary or entity affiliated with Tenant, provided, however, that any such affiliated entity (an "Affiliate") assumes in writing all of Tenant's obligations hereunder; provided further, however, that the Affiliate's intended use of the Premises is reasonably satisfactory to Landlord. Notwithstanding any such assignment or sublease, Tenant shall not be released from and shall perform all obligations imposed upon it hereunder to the extent not performed by the Affiliate. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

**13.2 Rentals Based on Net Income.** Without thereby limiting the generality of the foregoing provisions of this Article 13, Tenant expressly covenants and agrees not to enter into any lease, sublease or license, concession or other agreement for use, occupancy or utilization of the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported lease, sublease or license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right to or interest in the possession, use, occupancy or utilization of any part of the Premises.

**13.3 Tenant to Remain Obligated.** Consent by Landlord to any assignment, subletting, use, occupancy or transfer shall not operate to relieve Tenant from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, subletting, use or occupancy. Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including reasonable attorneys' fees, incurred in connection with any assignment, transfer, lien, charge, subletting, use or occupancy made or requested by Tenant up to one thousand dollars (\$1,000.00).

**13.4 Tenant's Notice; Landlord's Right to Terminate.** Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than forty five (45) days after the date of Tenant's notice) to assign this Lease or sublet all or any part of the Premises for the balance of any part of the Term, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice, and such recapture notice shall, if given, terminate this Lease with respect

to the space therein described as of the date stated in Tenant's notice. Tenant shall have the right to withdraw its notice of assignment immediately if Landlord elects to terminate the Lease. Tenant's notice shall state the name and address of the proposed subtenant or assignee. A true and complete copy of the proposed sublease or assignment and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed subtenant or assignee shall be delivered to Landlord with said notice. If Tenant's notice shall cover all of the space hereby demised and if Landlord shall give the aforesaid recapture notice with respect thereto, the Term shall expire on the date stated in Tenant's notice as fully and completely as if that date had been the Expiration Date. If, however, this Lease shall be terminated pursuant to the foregoing with respect to less than the entire Premises, the Base Rent shall be adjusted on the basis of the number of rentable square feet retained by Tenant, and this Lease, as so amended, shall continue thereafter in full force and effect. Notwithstanding anything contained in this Section 13.4 to the contrary, Landlord shall not have any right of recapture with respect to any assignment or Sublease made by Tenant to an affiliate.

**13.5 Assignee to Assume Obligations.** If Tenant shall assign this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant shall sublease the Premises as permitted herein and Landlord is willing to provide a non-disturbance agreement, Tenant shall obtain and furnish to Landlord, not later than fifteen (15) days prior to the effective date of such sublease in customary form, the written agreement of such subtenant stating that the subtenant will attorn to Landlord and Landlord will execute a non-disturbance agreement in the event this Lease terminates before the expiration of the sublease. In the event of such termination, Tenant shall not be responsible for the obligations of the subtenant or any further obligations hereunder upon such termination of this Lease.

**13.6 Change of Control.** Notwithstanding anything to the contrary in this Article 13 but excepting (a) any assignment, sublease or other transfer to an Affiliate, (b) any assignment, sublease or other transfer to an entity with a net worth at the time of such assignment, sublease or transfer which exceeds the net worth of Tenant as of the date hereof, and (c) transfers as a result of the retirement of a physician who is a shareholder of the Tenant or admission of new shareholders who are physicians) if Tenant is a corporation (other than a corporation the stock of which is publicly traded) and if during the Term, the ownership of the shares of stock which constitute control of Tenant changes other than by reason of gift or death, Tenant shall notify Landlord of such change within five (5) days thereof, and Landlord, at its option, may at any time thereafter terminate this Lease by giving Tenant written notice of said termination at least sixty (60) days prior to the date of termination stated in the notice. The term "control" as used herein means the power to directly or indirectly direct or cause the direction of the management or policies of Tenant. If Tenant is a partnership (general or limited) or a limited liability company, and if, during the Term, the ownership of the partnership or membership interests, as applicable, which constitute control of Tenant changes other than by reason of gift or death, then the provisions hereinabove set forth relating to a tenant which is a corporation which is not publicly traded shall apply and references to ownership of stock shall be deemed to refer to

ownership of ownership of partnership interests in said partnership or membership interest in such limited liability company. Landlord shall not prohibit Tenant from selling or transferring up to fifty percent (50%) of the ownership, membership or partnership interests in Tenant's partnership, limited liability company or corporation.

Tenant shall be permitted to sell all of its interest in the company to an entity acquiring its entire business provided such purchaser, at the time of sale, has a net worth equal to or greater than the net worth of Tenant immediately prior to the effective date of the assignment of this Lease.

#### ARTICLE 14

##### WAIVER OF CERTAIN CLAIMS; INDEMNITY BY TENANT

14.1 Waiver of Certain Claims; Indemnity by Tenant. To the extent not expressly prohibited by law, Tenant releases Landlord, its beneficiaries, and their agents, servants and employees, from and waives all claims for damages to person or property sustained by Tenant, or by any other person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Premises, or from any equipment or appurtenance therein, or from any accident in or about the Premises, or from any act or neglect of any other person, excluding the negligence of Landlord or Landlord's agents and servants. This Section 14.1 shall apply especially, but not exclusively to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment or flooding of basements.

14.2 Damage Caused by Tenant's Neglect. If any damage to the Premises, or any equipment or appurtenance thereon, results from any act or neglect of Tenant, its employees, agents, contractors, licensees or invitees, Tenant shall be liable therefor, and Landlord may, at its option following the occurrence of a Default, repair such damage, and Tenant shall, upon demand by Landlord, reimburse Landlord for all costs of repairing such damage in excess of amounts, if any, paid to Landlord under insurance covering such damage.

14.3 Tenant Responsible for Personal Property. All personal property belonging to Tenant in the Premises shall be at the risk of Tenant, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof unless caused by the willful act or negligence of Landlord, its agents or employees.

14.4. Indemnification. To the extent not expressly prohibited by law, the parties hereto agree to hold each other, their beneficiaries, and their respective officers, partners, agents, servants and employees, harmless and to indemnify each of them against all claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Premises arising from each party's ownership or occupancy thereof or the conduct of its business or from any activity, work or thing done, permitted or suffered by either party in or about the

Premises or from any breach or default on the part of either party in or about the Premises or from any breach or default on the part of either party in the performance of any covenant or agreement on the part of said party to be performed pursuant to the terms of this Lease, or due to any other act or omission of said party, its agents, contractors, invitees, licensees, or employees, but only to the extent of the other party's liability, if any, in excess of amounts, if any, paid to the other party under insurance covering such claims or liabilities (or which would have been so paid to such party if such party maintained the insurance required to be carried by such party hereunder). A party's obligation to indemnify the other party hereunder shall include the duty to defend against any claims asserted by reason of any such claims or liabilities and to pay and judgments, settlements, costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith. It is agreed and understood that Tenant shall have no obligation to indemnify Landlord for damages caused by Landlord, its agents or employees.

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## ARTICLE 15

### DAMAGE OR DESTRUCTION BY CASUALTY

15.1 **Substantial Destruction.** In the event the Premises should be damaged or destroyed by fire or other casualty, Tenant shall give written notice thereof to Landlord. If the Premises are substantially destroyed (50% or more of replacement cost) by fire or other casualty, or if such damage is to such extent that Landlord reasonably estimates rebuilding or repair cannot be completed within two hundred seventy (270) days of such casualty, then this Lease shall terminate at the option of Landlord or Tenant upon written notice to the other party within thirty (30) days after such casualty occurs. Upon such notice, this Lease shall terminate and Tenant's financial obligations hereunder shall be abated effective as of the date of the casualty. In the event the option to terminate is not so exercised, this Lease shall remain in full force and effect and Landlord shall proceed with due diligence to repair and restore the premises to substantially the same condition as prior to such casualty. Tenant's financial obligations hereunder shall be abated effective as of the date of casualty and continuing until Landlord completes the repair and restoration of the premises. If Landlord fails to complete such repairs and rebuilding within 270 days after the date of such casualty, Tenant may, at its option, terminate this Lease upon written notice to Landlord after expiration of said 270 day period; provided, however, if Landlord completes such restoration within ten (10) days after receipt of such notice, the Lease shall not terminate. Notwithstanding the foregoing, if Landlord is delayed by fire, casualty, strikes, material shortages, acts of God or other matters outside Landlord's control, then the 270 day period shall be extended one day for each day Landlord is so delayed.

15.2 **Partial Destruction.** If the Premises shall be damaged or destroyed by fire or other casualty, Tenant shall give written notice thereof to Landlord within a reasonable time. If the Premises shall be damaged by fire or other casualty, but (i) not to such extent as to be substantially destroyed (50% or more of replacement cost) or (ii) to such extent that rebuilding or repair can be completed within 270 days of the casualty as reasonably estimated by Landlord, this Lease shall not terminate. In such event, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises to substantially the condition in which they existed prior to such casualty. Tenant's financial obligations hereunder shall be abated in proportion to the amount of the Premises rendered untenantable. If Landlord fails to complete such repairs and rebuilding within two hundred seventy (270) days after the date of such casualty, Tenant may, at its option, terminate this Lease upon written notice to Landlord within 10 days after expiration of said 270-day period. Notwithstanding the foregoing, if Landlord is delayed by fire, casualty, strikes, material shortages, acts of God or other matters outside of Landlord's control, then the 270-day period shall be extended one day for each day Landlord is so delayed. Anything to the contrary herein notwithstanding, if such damage shall occur during the last year of the Term or any renewal thereof, Tenant may cancel this Lease upon written notice to Landlord within thirty (30) days after the date of casualty.

## ARTICLE 16

### EMINENT DOMAIN

16.1 Taking of Whole. If the whole of the Premises shall be taken or condemned for a public or quasipublic use or purpose by a competent authority, or if such a portion of the Premises shall be so taken that, as a result thereof, the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, or if the taking is material and substantial and Landlord elects (subject to the consent of any first mortgagee whose consent thereto is required) to terminate this Lease, which election shall be made by giving written notice thereof to Tenant within thirty (30) days after delivery of possession to the condemning authority, then in any of such events, the Term shall terminate upon delivery of possession of the condemning authority, and any award, compensation or damages (hereinafter sometimes called the "Award") shall be paid to and be the sole property of Landlord, whether the Award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the Premises or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of the Award. Tenant shall continue to pay Rent and other charges hereunder until the Lease is terminated and any impositions and insurance premiums prepaid by Tenant or any unpaid impositions or other charges which accrue prior to the termination, shall be adjusted between the parties. Notwithstanding the above, Tenant shall have the right to maintain an independent action for an Award, including, but not limited to Tenant's moving expenses and unamortized build-out contribution and to retain all of the proceeds thereof, so long as any Award paid to Tenant does not diminish any Award payable to Landlord. Landlord waives any right or interest in any Award paid to Tenant in accordance with the immediately preceding sentence.

16.2 Partial Taking. If only a part of the Premises shall be so taken or condemned, but, in Tenant's reasonable opinion, the balance of the Premises can still be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, this Lease shall not terminate and Landlord shall repair and restore the Premises and all improvements thereon, except that Landlord shall not hereby be required to expend for repair and restoration any sum in excess of any Award received by Landlord. Any portion of the Award which has not been expended by Landlord for such repairing or restoration shall be retained by Landlord as Landlord's sole property. The rent shall be equitably abated following delivery of possession of such part of the Premises to the condemning body. In the event Landlord, by written notice, elects not to repair and restore the Premises in order for the Premises to provide the same utility to Tenant, Tenant may cancel and terminate this Lease as of the date of the Partial Taking by giving written notice to Landlord within five (5) days of receiving Landlord's notice that said repairs and restoration will not be provided.



## ARTICLE 17

### DEFAULT

17.1 **Events of Default.** The occurrence of any one or more of the following matters constitutes default ("Default") by Tenant under this Lease:

(a) failure by Tenant to pay any Rent within ten (10) days after written notice of default;

(b) failure by Tenant to pay, within thirty (30) days after receipt of written notice of failure to pay when due, any other moneys required to be paid by Tenant under this Lease;

(c) failure by Tenant to observe or perform any of the covenants with respect to assignment and subletting set forth in Article 13;

(d) failure by Tenant to comply, within thirty (30) days after receipt of written notice thereof, with Tenant's warranties, representations and covenants set forth in Article 26, or ninety (90) days if Tenant is diligently pursuing a remedy for said Default;

(e) failure by Tenant to cure within thirty (30) days after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of law or of this Lease; unless Tenant has taken reasonable measures to correct such hazardous condition;

(f) failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after notice thereof from Landlord to Tenant, or ninety (90) days if Tenant is diligently pursuing a remedy for said Default.

(g) the levy upon under writ of execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien with respect to such leasehold interest, which lien shall not be released or discharged within thirty (30) days after receipt by Tenant of written notice thereof;

(h) Tenant abandons the Premises or fails to take possession of the Premises when available for occupancy (the transfer of a substantial part of the operations, business and personnel of Tenant to some other location being deemed, without limiting the meaning of the phrase "vacates or abandons," to be a vacation or abandonment within the meaning of this clause (h)), and Tenant thereafter fails to pay the Rent due under this Lease;

(i) Tenant admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Tenant or for the major part of its property;

(j) a trustee or receiver is appointed for Tenant or for the major part of its property and is not discharged within 90 days after such appointment; or

(k) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted (i) by Tenant, or (ii) against Tenant and are allowed against it or are consented to by it or are not dismissed within 90 days after such institution.

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**17.2 Rights and Remedies of Landlord.** If a Default occurs, and is continuing, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law or in equity. Landlord shall be obligated to use commercially reasonable efforts to mitigate damages.

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(a) Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term shall end and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice;

(b) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease and for all damages, consequential as well as direct, sustained by Landlord as a result of Tenant's Default.

**17.3 Right to Re-Enter.** If Landlord exercises either of the remedies provided for in subparagraphs (a) and (b) of the foregoing Section 17.2, Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with due process of law, full and complete license so to do being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, without the use of force, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

**17.4 Current Damages.** If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession

shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full Term, and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Base Rent, Impositions and any other sums accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case, Landlord may relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term) and upon such terms as Landlord shall determine and collect the rents from such reletting. Landlord shall not ~~unreasonably reject any tenant offered by Tenant or to observe any instructions given by~~ Tenant relative to such reletting. Also, in any such case, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by Landlord necessary or desirable and, in connection therewith, change the locks to the Premises, and Tenant shall, upon demand, pay the cost of all the foregoing together with Landlord's expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of reentry, redecoration, repair and alterations and the ~~expenses of reletting, and second to the payment of Rent herein provided to be paid by~~ Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder, and the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue, and any such excess or residue shall belong to Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including Base Rent and Impositions) which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no Default occurred. No such reentry, repossession, repairs, alterations, additions or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease unless a written notice of such intention shall be given to Tenant, or shall operate to release Tenant, in whole or in part, from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

17.5 **Final Damages.** If this Lease is terminated by Landlord pursuant to Section 17.2(a), Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant or for which Tenant is liable or with respect to which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and reasonable attorneys' fees, incurred by Landlord in the enforcement of its rights and remedies hereunder and, in addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty; (a) the present value, discounted at eight percent (8%) per annum, of the unamortized portion of Landlord's contribution to the cost of the tenant improvements and alterations, if any, installed by either Landlord or Tenant pursuant to this Lease; and (b) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

17.6 **Removal of Personal Property.** All property of Tenant lawfully removed from the Premises by Landlord pursuant to any provisions of this Lease or of law may be handled, removed or stored by Landlord at the sole cost and expense of Tenant, and Landlord shall, in no event, be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all costs and expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, ~~however terminated, shall, at Landlord's option, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.~~

17.7 **Attorneys' Fees.** In the event the parties hereto become involved in any action or proceeding to enforce this Lease or the rights, duties or obligations hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party ~~for the reasonable expenses of attorney's fees, paralegal fees and disbursements incurred therein by the successful party.~~ Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings.

17.8 **Remedies in Event of Bankruptcy or Other Proceeding.**

(a) Anything contained herein to the contrary notwithstanding, if termination of this Lease shall be stayed by order of any court having jurisdiction over any proceeding described in Section 17.1, or by federal or state statute, then, following the expiration of any such stay, or if Tenant or Tenant as debtor-in-possession or the trustee appointed in any such proceeding (being collectively referred to as "Tenant" only for the purposes of this Section 17.8) shall fail to assume Tenant's obligations under this Lease within the period prescribed therefor by law or within fifteen (15) days after entry of the order for relief or as may be allowed by the court, or if Tenant shall fail to provide adequate protection of Landlord's right, title and interest in and to the Premises or adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at its election, to terminate this Lease on fifteen (15) days' notice to Tenant and upon the expiration of said fifteen (15) day period, this Lease shall cease and expire as aforesaid and Tenant shall immediately quit and surrender the Premises as aforesaid. Upon the termination of this Lease as provided above, Landlord, without notice, may re-enter and repossess the Premises, without using force, and without being liable to indictment, prosecution or damages therefor and may dispossess Tenant by summary proceedings or otherwise.

(b) For the purposes of the preceding paragraph (a), adequate protection of Landlord's right, title and interest in and to the Premises, and adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease, shall include, without limitation, the following requirements:

- (i) that Tenant comply with all of its obligations under this Lease;

- (ii) that Tenant pay to Landlord, on the first day of each month occurring subsequent to the entry of such order, or the effective date of such stay, a sum equal to the amount by which the Premises diminished in value during the immediately preceding monthly period, but, in no event, an amount which is less than the aggregate Rent payable for such monthly period;
  - (iii) that Tenant continue to use the Premises in the manner originally required by this Lease;
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- (iv) that Landlord be permitted to supervise the performance of Tenant's obligations under this Lease;
  - (v) that Tenant pay to Landlord within fifteen (15) days after entry of such order or the effective date of such stay, as partial adequate protection against future diminution in value of the Premises and adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease, an additional security deposit in an amount equal to the sum of two (2) installments of Monthly Base Rent to Landlord;
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- (vi) that Tenant has and will continue to have unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that sufficient funds will be available to fulfill the obligations of Tenant under this Lease;
  - (vii) that if Tenant assumes this Lease and proposes to assign the same (pursuant to Title 11 U.S.C. 365, or as the same may be amended) to any person who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to such court having competent jurisdiction over Tenant's estate, then notice of such proposed assignment, setting forth (x) the name and address of such person, (y) all of the terms and conditions of such offer, and (z) the adequate assurance to be provided Landlord to assure such person's future performance under this Lease, including, without limitation, the assurances referred to in Title 11 U.S.C. 365(b)(3), as it may be amended, shall be given to Landlord by Tenant no later than fifteen (15) days after receipt by Tenant of such offer, but in any event no later than thirty (30) days prior to the date that Tenant shall make application to such court for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept, or to cause Landlord's designee to accept, an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease; and

viii. that if Tenant assumes this Lease and proposes to assign the same, and Landlord does not exercise its option pursuant to paragraph (vii) of this Section 17.8, Tenant hereby agrees that:

(A) such Assignee shall have net worth not less than the aggregate net worth of Tenant and any guarantor of its obligations hereunder as of the Commencement Date, or such Tenant's obligations under this Lease shall be unconditionally guaranteed by a person having a net worth equal to Tenant's net worth as of the Commencement Date;

(B) such assignee shall not use the Premises except subject to all the restrictions contained in this Lease;

(C) such assignee shall assume in writing all of the terms, covenants and conditions of this Lease including, without limitation, all of such terms, covenants and conditions respecting the permitted use and payment of Rent;

(D) such assignee shall indemnify Landlord against, and pay to Landlord the amount of, any payments which Landlord may be obligated to make to any Mortgagee by virtue of such assignment;

(E) in the event such tenant is not paying Landlord for the unamortized cost of Landlord's contribution as part of Rent, such assignee shall pay to Landlord an amount equal to the unamortized portion of Landlord's contribution; and

(F) if such assignee makes any payment to Tenant, or for Tenant's account, for the right to assume this Lease (including, without limitation, any lump sum payment, installment payment or payment in the nature of rent over and above the Rent payable under this Lease), Tenant shall pay over to Landlord one-half of any such payment, less any amounts paid pursuant to (E) above.

## ARTICLE 18

### SUBORDINATION

18.1 **Subordination.** Landlord has heretofore and may hereafter from time to time execute and deliver a first mortgage or first trust deed in the nature of a mortgage (both being hereinafter referred to as a "First Mortgage" against the Premises or any interest therein. If requested by the mortgagee or trustee under any First Mortgage, and so long as Tenant is provided a non-disturbance agreement in form and substance reasonably satisfactory to Tenant, Landlord, and Mortgagee, Tenant will either (a) subordinate its interest in this Lease to the First Mortgage and to any and all advances made thereunder, to the interest thereon and to all renewals, replacements, supplements, amendments,

modifications and extensions thereof, or (b) make certain of Tenant's rights and interest in this Lease superior thereto; and Tenant will promptly execute and deliver such agreement or agreements as may be reasonable required by such mortgagee or trustee under any First Mortgage. Tenant covenants that it will not subordinate this Lease to any mortgage or trust deed other than a First Mortgage without the prior written consent of the holder of the First Mortgage.

18.2 **Liability of Holder of First Mortgage; Attornment.** It is further agreed that (a) if any First Mortgage shall be foreclosed, (i) the holder of the First Mortgage, ground lessor (or their respective grantees) or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (x) liable for any act or omission of any prior landlord (including Landlord); (y) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord); or (z) bound by any prepayment of Base Rent or Impositions which Tenant may have made in excess of the amounts then due for the next succeeding month; (ii) the liability of the mortgagee or trustee hereunder or the purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Premises, and such liability shall not continue or survive after further transfer of ownership; and (iii) upon request of the mortgagee or trustee, if the First Mortgage shall be foreclosed, and only so long as Tenant has received the SNDA (as defined herein) as required below, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any First Mortgage, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this Lease may not be modified or amended so as to reduce the Rent or shorten the Term provided hereunder or so as to adversely affect in any other respect to any material extent the rights of Landlord or Tenant, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the mortgagee or trustee under any First Mortgage.

18.3 **Non-Disturbance Agreement.** Within fifteen (15) business days after the execution of this Lease, Landlord shall deliver to Tenant a non-disturbance agreement (an "SNDA") reasonably acceptable to Tenant from the mortgagee or trustee under the First Mortgage which provides that so long as this Lease is in full force and effect and no Defaults exist and remain uncured, that Tenant shall have the right to remain in possession under this Lease even if such mortgagee or trustee forecloses its mortgage or accepts a deed in lieu of foreclosure. Before any replacement mortgage or trust deed is placed upon the Premises, Landlord shall deliver to Tenant a similar non-disturbance agreement from the replacement mortgagee or trustee.

18.4 **Modification Required by First Mortgagee.** Should any prospective first mortgagee require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially change the rights and obligations of Tenant hereunder, Tenant agrees that this Lease may be so modified and agrees to execute such reasonable documents as are required therefore and deliver the same to Landlord within ten (10) days following Landlord's request therefor.

18.5 **Short Form Lease.** Should any prospective mortgagee require execution of a short form of lease for recording (containing the names of the parties, a description of the Premises and the Term) or a certification from Tenant concerning this Lease in such form as may be required by a prospective mortgagee, or if Tenant requests, Landlord and Tenant agrees to promptly execute such short form of lease or certificate and deliver the same to Landlord and Tenant, as the case may be, within ten (10) days following the request therefor.

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## ARTICLE 19

### MORTGAGEE PROTECTION

Tenant agrees to give any holder of any First Mortgage against the Premises, or any interest therein, by registered or certified mail, a copy of any notice or claim of Default served upon Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of Tenant's ~~interests in leases, or otherwise) of the address of such First Mortgage holder.~~ Tenant further agrees that if Landlord shall have failed to cure such Default within twenty (20) days after such notice to Landlord (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such twenty (20) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default), then the holder of the First Mortgage shall have an additional thirty (30) days within which to cure or correct such Default (or if such Default cannot be cured or ~~corrected within that time, then such additional time as may be necessary if such holder of~~ the First Mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default, including the time necessary to obtain possession if possession is necessary to cure or correct such Default).

## ARTICLE 20

### ESTOPPEL CERTIFICATE

Landlord and Tenant agree that, from time to time upon not less than fifteen (15) days' prior request by the other party or the holder of any First Mortgage or any ground lessor, Landlord and Tenant (or any permitted assignee, subtenant, licensee, concessionaire or other occupant of the Premises claiming by, through or under Tenant) will deliver to the requesting party, to any prospective purchaser of the Premises, Tenant or Tenant's interest in the Premises, or to the holder of any First Mortgage or any ground lessor, a statement in writing signed by the non-requesting party certifying (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and identifying the modifications); (b) the date upon which Tenant began paying Rent and the dates to which the Rent and other charges have been paid; (c) that the requesting party is not in Default under any provision of this Lease, or if in Default, the nature thereof in detail; (d) that, to the extent true, the Premises have been completed in accordance with the terms hereof and Tenant is in occupancy and paying Rent on a current basis with no rental offsets or claims; (e) that, to the extent true, there has been no prepayment of Rent other than that provided for in this Lease; (f) that, to the extent true, there are no actions, whether voluntary or otherwise, pending against the non-requesting party under the bankruptcy laws of the United States or any state thereof; and (g) such other matters as may be required by the requesting party, the holder of the First Mortgage or any ground lessor. Within a reasonable period of time after any such transfer, sale or loan closing, Landlord shall provide Tenant with the name and address of the purchaser, mortgagee or ground lessor.



## ARTICLE 21

### SUBROGATION AND INSURANCE

21.1 **Waiver of Subrogation.** Landlord and Tenant agree to have all fire and extended coverage and other property damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies (or any recovery which would have been collectible if such party maintained the insurance required to be carried by such party hereunder). Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect).

21.2 **Tenant's Insurance.** Tenant shall procure and maintain policies of insurance, at its sole cost and expense, during the Term with terms, coverages and companies reasonably satisfactory to Landlord and with such increases in limits as Landlord may from time to time reasonably request, but initially Tenant shall maintain the following coverages insuring:

(a) Tenant, Landlord, and the holder of any mortgage encumbering the Premises from all claims, demands or actions made by, or on behalf of, any person or persons, firm or corporation and arising from, related to or connected with the Premises, for injury to or death of any one person, for injury to or death of more than one person in any one occurrence, and/or for damage to property, combined single limit, in an amount of not less than Three Million Dollars (\$3,000,000.00).

(b) Full coverage for breakage of all plate glass, including, but not limited to, doors, windows, transoms, and all lettering applied thereon.

(c) Insurance against all workers' compensation claims.

(d) All contents, and Tenant's trade fixtures, machinery, equipment, furniture and furnishings, in the Premises to the extent of at least ninety percent (90%) of their replacement cost against loss or damage by fire, lightning, wind storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by the

standard fire and extended coverage insurance, including, without limitation, vandalism and malicious mischief, special extended coverage and sprinkler leakage endorsements.

(e) Rent loss insurance covering the entire cost net rental rate then due plus all expenses including but not limited to real estate taxes for twelve (12) months.

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21.3 **Evidence of Insurance.** Prior to the commencement of the term, Tenant shall furnish to Landlord certificates of insurance evidencing such coverage, which certificates shall state that such insurance coverage may not be reduced, cancelled or not renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and, in that case, only ten (10) days' prior written notice shall be sufficient). The insurance referred to in Section 21.2 hereof, except 21.2 (c) and 21.2 (d), shall also insure the beneficiary or beneficiaries of Landlord.

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21.4 **Compliance with Requirements.** Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authority, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize the ability to provide the insurance coverage specified in Section 21.2 above, increase the cost of such insurance or require additional insurance coverage.

21.5 **Landlord's Insurance.** Landlord shall maintain such policies of insurance insuring the Building and the Property, operations and improvements at any time situated upon the Property against loss or damage by fire, lightning, wind storm, hail storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by a standard fire and extended coverage policy, comprehensive general public liability insurance and such other insurance coverage in such amounts and deductibles as Landlord deems commercially reasonable, but not less than one hundred (100%) of replacement value of the Building. The cost of said insurance shall be paid by Landlord but is subject to reimbursement as part of the Common Area Costs.

## **ARTICLE 22**

### **NONWAIVER**

No waiver of any conditions expressed in this Lease shall be implied by any neglect of Landlord or Tenant to enforce any remedy on account of the violation of such condition, whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting Landlord's rights under Article 9, it is agreed that no receipt of moneys by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such moneys. It is also agreed that after the service of

notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any moneys due, and the payment of said moneys shall not waive or affect said notice, suit or judgment.

## **ARTICLE 23**

### **TENANT - CORPORATION OR PARTNERSHIP**

Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof, and if Landlord so requests, shall deliver to Landlord or its agent, concurrently with the delivery of this Lease executed by Tenant, certified resolutions of the board of directors (and shareholders, if required) authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder.

## **ARTICLE 24**

### **REAL ESTATE BROKERS**

Landlord and Tenant represent that Tenant has dealt with and only with John Kosich, and Lawrence Debb of GVA Williams (whose commissions, if any, shall be paid by Landlord pursuant to a separate agreement) as brokers in connection with this Lease, and each party agrees to indemnify and hold the other party harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from the breach of such representation.

## **ARTICLE 25**

### **NOTICES**

All notices and demands required or desired to be given by either party to the other with respect to this Lease or the Premises shall be in writing and shall be delivered personally, sent by overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. Notices to or demands upon Tenant shall be addressed to Tenant: Mr. James Fox, M.D. Illinois Bone & Joint Institute, Ltd., 2401 Ravine Way, Glenview, IL 60025 with a copy to Scott Becker, McGuire Woods LLP, 77 @ Wacker Drive, Suite 4100, Chicago, IL 60601 as well as Neal Goldstein, Much Shelist, 191 N. Wacker Drive, Suite 1800, Chicago, IL 60606. Notices to or demands upon Landlord shall be addressed to Landlord at Mr. L. Debb, Debb/Kosich, L.L.C. 1011 E. Touhy, Suite 290, Des Plaines, IL 60018. Notices and demands shall be deemed given and served (a) upon receipt or refusal, if delivered personally; (b) one (1) business day after deposit with an overnight courier service; or (c) three (3) days after deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in

accordance herewith. Landlord, its beneficiary, the management agent may sign notices and demands from Landlord to Tenant for the Premises or the agent of any of them.

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## ARTICLE 26

### HAZARDOUS SUBSTANCES

#### 26.1 Defined Terms.

(a) "Claim" shall mean and include any demand, cause of action, proceeding or suit (i) for damages (actual or punitive), losses, injuries to person or property, ~~damages to natural resources, fines, penalties, interest, contribution or settlement,~~ (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments or Response actions, and (iii) for enforcing insurance, contribution or indemnification agreements.

(b) "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, ~~health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection Act of Illinois ("IEPA"), Ill. Rev. Stat. ch. 111-1/2, para. 1001 et seq., and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.~~

(c) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source materials, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard

Communication Standard, 29 C.F.R. 1910.1200 et. seq.; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

(d) "Manage" means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(f) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

**26.2 Tenant's Obligations with Respect to Environmental Matters.** During the Term: (a) Tenant shall, at its own cost and expense, comply with all Environmental Laws within the Premises; (b) Tenant shall not allow the introduction of any Hazardous Materials (but excluding those hazardous materials which are customarily used in medical practices and properly handled and disposed of in accordance with applicable laws) onto the Premises, including installation of any underground storage tanks, without prior written disclosure to and approval by Landlord; (c) Tenant shall not take any action that would subject the Premises to permit requirements under RCRA or any other Environmental Laws for storage, treatment or disposal of Hazardous Materials; (d) Tenant shall not dispose of Hazardous Materials in dumpsters provided by Landlord for Tenant use in violation of Environmental Laws; (e) Tenant shall not discharge Hazardous Materials into drains or sewers in violation of Environmental Laws; and (f) Tenant shall not cause or allow the Release of any Hazardous Materials on, to or from the Premises in violation of Environmental Laws.

**26.3 Copies of Notices.** During the Term, Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress and other written communications, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning (a) any Release of a Hazardous Material on, to or from the Premises; (b) the imposition of any lien on the Premises; or (c) any alleged violation of or responsibility under Environmental Laws at the Premises.

**26.4 Tests and Reports.** Upon written request by Landlord, Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental



Laws, and with any other applicable documents to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.

26.5 **Access and Inspection.** Landlord and its agents and representatives shall have access to the Premises and to the business books and records (but not patient records) of Tenant (and any occupant of the Premises claiming by, through or under Tenant) relating to Hazardous Materials for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made or produced thereon. Landlord and its agents and representatives shall have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises, including, but not limited to, samples of products, materials or substances brought onto or made or produced on the Premises by Tenant or an occupant claiming by, through or under Tenant or otherwise present on the Premises. And, further, notwithstanding any provision of this Lease or applicable statutes or judicial decisions to the contrary, with respect to any assignment, subletting, grant of license, concession or any other permission to use the Premises by any person other than Tenant, Landlord shall have the right to withhold Landlord's consent thereto if, in landlord's sole judgment and discretion, the assignee, subtenant, licensee, concessionaire or such other person is not capable of performing or is not sufficiently qualified to perform in accordance with the requirements of this Article 26. Any assignment, sublease, license or other permission to use the Premises from which Landlord withholds its consent as provided in this Section 26.5 shall be voidable at the Landlord's sole option. In the event Landlord reasonable suspects that Tenant is not in compliance with Environmental Laws, Landlord and Landlord's employees shall have the right to enter the Premises upon five (5) days prior written notice and conduct appropriate inspections or tests in order to determine Tenant's compliance with Environmental Laws. Landlord shall be required to give Tenant advance written notice prior to entering the Premises for an inspection, Landlord may be prohibited from entering certain areas at such time depending on medical appointments and procedures (although Tenant will agree to schedule alternate times so that Landlord may fully inspect) and Tenant may require that a representative of Tenant accompany Landlord on any inspection.

26.6 **Tenant's Obligation to Respond.** If Tenant's Management of Hazardous Materials at the Premises (a) gives rise to liability or to a Claim under any Environmental Law; (b) causes a significant public health effect; or (c) creates a nuisance, Tenant shall promptly take all applicable action in Response.

26.7 **Tenant Indemnification.** Tenant shall indemnify, defend and hold harmless Landlord, its beneficiaries, its lenders, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees, from all Claims arising from or attributable to: (a) Tenant's use or occupancy of the Premises (including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority or by reason of the release, escape, seepage, leakage, discharge or migration of any Hazardous Material on or from the Premises or violation of any Environmental Laws), or (b) any breach by Tenant of any of its warranties, representations or covenants in this Section. Tenant's obligations

hereunder shall survive the termination or expiration of this Lease. Tenant shall not be responsible for any damage, loss or injury relating to hazardous materials caused or introduced by Landlord, its agents, employees, previous tenants or predecessors in title or during the term by third parties who are not invitees or suppliers of Tenant.

26.8 **Landlord Indemnification.** Landlord shall indemnify, defend and hold harmless Tenant, its beneficiaries, partners, officers, directors and employees, from all Claims arising from or attributable to any release, escape, seepage, leakage, discharge or migration or any Hazardous Material on or from the Premises or Building or violation of any Environmental Laws prior to the date of this Lease.

## **ARTICLE 27**

### **RENEWAL OPTIONS**

~~27.1~~ **Options.** Subject to the terms and provisions set forth in this Article 28, Landlord hereby grants Tenant the option to extend the Term on the same terms, conditions and provisions as contained in this Lease, (but excluding this article and Base Rent) for an additional five (5) years (the "First Option"), and in the event Tenant duly exercises the First Option, Tenant shall have the second option to extend the term for another five (5) years ("Second Option"). The First Option and Second Option are sometimes collectively referred to as the "Options". The Base Rent during the Options shall be 95% of the then prevailing market rent for similar buildings with like construction improvements, age, condition, and location per annum, payable in equal monthly installments of Monthly Base Rent. However, the monthly Base Rent shall not be less than 100% of the last month of the initial term of the Lease, or First Option, as the case may be. Said Options to renew shall be exercisable by written notice from Tenant to Landlord of Tenant's election to exercise same, given not less than twelve (12) months prior to the expiration of the original Term or First Option, as the case may be. Following receipt of Tenant's notice of its option to extend, Landlord shall designate, by notice in writing to Tenant on or before thirty (3) days following receipt of notice of Tenant's first Option (or notice of Second Option, as the case may be), the then "prevailing market rent" applicable for the First Option term or Second Option term, as the case may be. In the event Tenant disputes Landlord's determination of the prevailing market rent under this Lease, and if the parties are unable to mutually agree on the prevailing market rent within fifteen (15) days thereafter, then within the next ten (10) days Landlord and Tenant shall each designate an MAI Appraiser licensed in the State of Illinois and each being experienced in evaluating rental rates for medical office buildings comparable to the Building. If the appraisers so designated fail to agree upon the prevailing market rental rate of the Premises within twenty (20) days after their designation but are within five percent (5%) of each other, Landlord and Tenant shall average the two approved market rates. If the appraisers do not agree and their market rates are not within five percent (5%) of each other's market rate, then the two (2) named appraisers shall promptly and jointly select a third MAI Appraiser licensed in the State of Illinois and experienced in evaluating rental rates for office buildings comparable to the Building, and the third appraiser shall then select one of the two appraisers' fair rental value, which decision shall be binding on both Landlord and Tenant.

If either party fails to designate its respective appraiser within the time allowed, then the appraiser designated by the other party shall act alone. Time is of the essence. If Tenant fails to exercise the Options in a timely manner, Tenant's rights under this Article 28 shall cease and terminate and its rights to occupy and possess the Premises shall expire on the last day of the original Term, or First Option, as the case may be.

27.2 **First Right of Refusal.** Landlord, prior to the leasing of the other space in the Building (other than renewals) which Landlord either owns, manages or controls to any person(s) or business organization, shall provide in writing the proposed terms and conditions of the proposed lease for the adjoining space and then Tenant shall have a continuing first right to lease or refuse said space under the same terms and conditions as proposed to the other tenant except the termination date for such space shall be the same as the termination date for this Lease, including extension terms. Tenant shall either accept or reject in writing the Landlord's proposed terms and conditions within ten (10) business days. If no such rejection or approval is received, then Landlord shall proceed with lease negotiations with the proposed tenant.

27.3 **No Default.** Tenant may only exercise said option to renew, and an exercise thereof shall only be effective if, at the time of Tenant's exercise of the option and on the commencement date of the Renewal Term, this Lease is in full force and effect and no Default is then outstanding.

27.4 **No Further Options.** Except as agreed to by Landlord and Tenant in writing to the contrary, Tenant shall not have any option to extend the Term beyond the expiration of the Options. All references to the "Term" of this Lease shall be deemed to include the Options, where the context so requires.

## **ARTICLE 28**

### **PARKING**

Tenant shall have the right in common with other Tenants in the building located on the Property to utilize the entire surface parking areas around the Building.

Landlord shall "stripe" the paved parking areas in accordance with agreed to plans to accommodate a minimum of 3.7 parking spaces per 1,000 rentable sq. ft. of leased space, which number shall include the number of handicapped parking spaces required pursuant to local governmental code.

## **ARTICLE 29**

### **TITLE AND COVENANT AGAINST LIENS**

Landlord's title is and always shall be paramount to the title of Tenant, and nothing contained herein shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. Tenant covenants and agrees not to suffer or permit any lien of

mechanics or materialmen to be placed upon or against the Premises or against Tenant's leasehold interest in the Premises and, in case of any such lien attaching, to immediately pay and remove same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Premises and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If any such liens do attach and Tenant fails to insure over such liens with a title company satisfactory to Landlord, or if Tenant fails to pay and remove same, or post a bond reasonably satisfactory to Landlord, within twenty (20) days after written notice to Tenant of the filing thereof, Landlord, at its election, may pay and satisfy the same, and in such event the sums so paid by Landlord shall accrue with interest from the date of payment at the rate set forth in Section 30.8 hereof for amounts owed Landlord by Tenant. Such sums shall be deemed to be additional rent due and payable by Tenant at once without notice or demand.

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## **ARTICLE 30**

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### **MISCELLANEOUS**

30.1 **Successors and Assigns.** Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of Landlord and Tenant, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

30.2 **Modifications in Writing.** No modifications, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant

30.3 **No Option; Irrevocable Offer.** Submission of this instrument for examination shall not constitute a reservation of or option for the Premises or in any manner bind Landlord, and no lease or obligations of Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant; provided, however, the execution and delivery by Tenant of this Lease to Landlord or the agent of Landlord's beneficiary, if any, shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be revoked for thirty (30) days after such delivery.

30.4 **Definition of Tenant.** The word "Tenant" whenever used herein shall be construed to mean Tenants or any one or more of them in all cases where there is more than one Tenant; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed herein. In all cases where there is more than one Tenant, the liability of each shall be joint and several.

30.5 **Definition of Landlord.** The term "Landlord" as used in this Lease means only the owner or owners at the time being of the Premises so that in the event of any assignment, conveyance or sale, once or successively, of said Premises, or any assignment of this Lease by Landlord, said Landlord making such sale, conveyance or assignment shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such sale, conveyance or assignment, and Tenant agrees to look solely to such purchaser, grantee or assignee with respect thereto. Any such assignment, conveyance or sale shall not affect this Lease, and Tenant agrees to ~~attorn to the purchaser, grantee or assignee so long as such Purchaser, Grantee or Assignee assumes the obligations of the Landlord hereunder.~~

30.6 **Headings.** The headings of Articles and Sections are for convenience of reference only and do not limit, expand or construe the contents of the Sections.

30.7 **Time of Essence.** Time is of the essence of this Lease and of all ~~provisions hereof.~~

30.8 **Default Rate of Interest.** All amounts (including, without limitation, Base Rent and Impositions) owed by Tenant to Landlord pursuant to any provisions of this Lease shall bear interest from the date due until paid at the annual rate of three percent (3%) in excess of the rate of interest announced from time to time by JP Morgan Chase as its prime, reference or corporate base rate, changing as and when said prime rate changes, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

30.9 **Severability.** If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law. This Lease shall be construed and be enforced in accordance with the laws of the State of Illinois.

30.10 **Entire Agreement.** All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord (and its beneficiary, if any, and their agents) and Tenant.

30.11 **Force Majeure.** If either Tenant or Landlord fails to timely perform any of the terms, covenants, and conditions of this Lease on its part to be performed and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party to this Lease (or said party's agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of the first party, then the first party shall not be deemed in default under this Lease as a result of such failure and any time for performance by the first party provided for herein shall be extended

by the period of delay resulting from such cause. Delays or failures to perform resulting from lack of funds shall not be considered or deemed a delay beyond the reasonable control of a party or an event contemplated by this Section 30.11.

30.12 **Waiver of Trial by Jury.** It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Premises or any claim of injury or damage and any emergency statutory or any other statutory remedy.

30.13 **Tenant's Authority.** Tenant shall, upon the execution and delivery of this Lease by Tenant, without charge to Landlord, deliver to Landlord the following instruments and documents:

(a) A certified copy of the resolution of the board of directors of Tenant authorizing the execution and delivery of this Lease, or the written opinion of Tenant's general counsel, addressed to Landlord to said effect.

(b) Certificate of Good Standing in the state of its incorporation and in the State of Illinois issued by the appropriate state authority and bearing a current date.

(c) Such other certifications or statements as may be reasonably required.

30.14 **Survival.** All obligations, monetary or otherwise, accruing prior to expiration of the Term shall survive the expiration or earlier termination of this Lease.

30.15 **Relationship of Parties.** This Lease does not create the relationship of principal and agent, or of partnership, joint venture or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

30.16 **Surrender.** No surrender to Landlord of this Lease or of the Premises, or any portion thereof, or any interest therein, prior to the expiration of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord and consented to in writing by all ground lessors and the holders of all mortgages and deeds of trust, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, other than such a written acceptance by Landlord consented to by all such ground lessors and/or mortgagees, as aforesaid, shall constitute an acceptance of any such surrender.

30.17 **No Merger.** There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Premises by reason of the fact that the same person, firm, corporation or other entity may acquire, hold or own directly or indirectly, (a) this Lease or the leasehold interest created by this Lease or any interest therein, and (b) any such other estate or interest in the Premises or any portion

thereof. No such merger shall occur unless and until all persons, firms, corporations or other entities having an interest (including a security interest) in (1) this Lease or the leasehold estate created hereby, and (2) any such other estate or interest in the Premises or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

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## ARTICLE 31

### SIGNAGE

Tenant shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Premises, except on the public hallway doors of the Premises, and then only such name or names or matter and of such color, size, style, character and material as shall be first approved by Landlord in writing, which approval shall not be unreasonably withheld, said lettering to be at Landlord's expense, logo production cost to be at Tenant's expense. Landlord reserves the right to remove any other signage matter not in accordance with this Lease with notice to Tenant at the cost and expense of Tenant. Tenant shall have the right to signage identifying Tenant's use of the Premises at Tenant's expense on the exterior of, or adjacent to, the Building in the vicinity of the Premises, subject only to Village approval. Tenant shall also have the right to signage at the street in common with other Building tenants similar in nature to the signage at 2401 Ravine Way. Tenant shall pay its proportionate share of the expense for such street signage.

## ARTICLE 32

### EXCULPATORY PROVISIONS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord, are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Premises to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord (or default through, under or by any of its members, beneficiaries, or agents or representatives of said beneficiaries), Tenant shall look solely to the interests of Landlord in the Premises; that neither Landlord nor any of Landlord's beneficiaries shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and no liability or duty shall rest upon Landlord to sequester the trust estate or the rents, issues and profits arising therefrom or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, said Landlord, on account of this Lease of any representation, warranty, covenant, undertaking or agreement of Landlord in this Lease contained, either express or implied all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.



**ARTICLE 33**

**COVENANT OF QUIET ENJOYMENT**

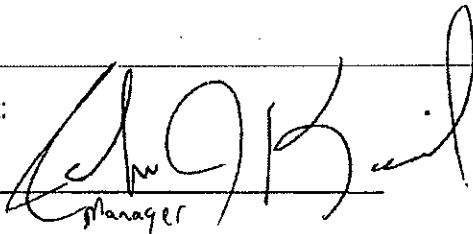
Landlord covenants and agrees with the Tenant that upon Tenant paying the Rent and any Additional Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject to the terms and provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written above.

**GLENVIEW RAVINE WAY LLC, an  
Illinois limited liability company**

By: 

Attest:

  
Manager

**RAVINE WAY SURGERY CENTER,  
LLC, an Illinois limited liability  
company**

By: 

Attest:

\_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

LOTS 6 AND 7 IN NORTH SHORE CORPORATE PARK PHASE II, A RESUBDIVISION  
RECORDED AS DOCUMENT NO. 98650165, DATED JULY 24, 1998, ALL IN THE  
~~SOUTHEAST QUARTER OF SECTION 22 OF SECTION 23, TOWNSHIP 42 NORTH,~~  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

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**EXHIBIT B**

**SITE PLAN**

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**EXHIBIT C**

**IMPROVEMENTS**

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**EXHIBIT D**  
**RULES AND REGULATIONS**

ATTACHED TO AND MADE A PART OF THE LEASE

The following Rules and Regulations shall be in effect at the Building. Landlord reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these regulations and the Lease, the Lease shall be controlling.

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1. Except with the prior written consent of Landlord, no tenant shall conduct any retail sales in or from the Premises, or any business other than that specifically provided for in the Lease.
2. Landlord reserves the right to prohibit personal goods and services vendors (except for personal goods and services to Tenant's customers and employees at the Premises in connection with Tenant's permitted use of the Premises as provided in Section 5.1 to this Lease) from access to the Building except upon such reasonable terms and conditions, including but not limited to a provision for insurance coverage, as are related to the safety, care and cleanliness of the Building, the preservation of good order thereon, and the relief of any financial or other burden on Landlord occasioned by the presence of such vendors or the sale by them of personal goods or services to a tenant or its employees. If reasonably necessary for the accomplishment of these purposes, Landlord may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Building. The term "personal goods or services vendors" means persons who periodically enter the Building of which the Premises are a part for the purpose of selling goods or services to a tenant, other than goods or services which are used by a tenant only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoeshining services.
3. The sidewalks shall not be obstructed by any tenant or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, janitorial closets, and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, trainees, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No tenant and no employee of any tenant shall go upon the roof of the Building without the written consent of Landlord.
4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered

or obstructed except as may be agreed to by Landlord. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the tenant who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Tenant on any part of the Building or the Premises without the prior written consent of Landlord. If Landlord shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions thereof or of this lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of landlord with respect to each and every such sign, advertisement or notice other than the particular sign, advertisement or notice, as the case may be, so consented to by Landlord.
6. In order to maintain the outward professional appearance of the Building, all window coverings to be installed at the Premises shall be building standard and be a thin slated horizontal light tan levelor or equal. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, shade or screen attached to, or hung in, or used in connection with, any window or door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by Tenant. No awnings shall be permitted on any part of the Premises.
7. Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building, or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them; or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Building, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.
8. No tenant shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls, or out of the doors or windows of the Building, and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants use of their premises, or those having business therein, nor shall any animals or birds be kept in or about the Building.
9. Except for the use of microwave ovens and coffee makers for Tenant's personal use and that of their customers at the Premises in accordance with Tenant's permitted

use of the Premises, no cooking shall be done or permitted by Tenant on the Premises, nor shall the Building be used for lodging.

10. Tenant shall not use or keep in the Building any kerosene, gasoline, or inflammable fluid or any other illuminating material, or use any method of heating other than that supplied by Landlord. Landlord acknowledges that Tenant will be using medical materials that may constitute hazardous materials. Tenant agrees that such storage shall be in compliance with all environmental laws and village ordinances.
11. If Tenant desires telephone or telegraph connections, Landlord will direct electricians as to where and how the wires are to be introduced if the exterior walls or roof is to be penetrated. No boring or cutting for wires or other otherwise shall be made without directions from Landlord.
12. Each tenant, upon the termination of its tenancy, shall deliver to Landlord all the keys of offices, rooms and toilet rooms, and security card/keys which shall have been furnished such tenant or which such tenant shall have had made, and in the event of loss of any keys so furnished, shall pay Landlord therefore.
13. No Tenant shall lay linoleum or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except by a paste, or other material which may easily be removed by water, the use of cement or similar adhesive materials being expressly prohibited. The method of affixing any such linoleum or other similar floor covering to the floor, as well as the method of affixing carpets or rugs to the Premises shall be subject to reasonable approval by Landlord. The expense of repairing any damage resulting from a violation of this rule shall be borne by Tenant by whom, or by whose agents, clerks, employees, or visitors, the damage shall have been caused.
14. Landlord shall in no case be liable for damages for the admission to or exclusion from the Building of any person whom Landlord has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right but shall not be obligated to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Building.
15. Tenant shall see that the windows and doors of the Premises are closed and securely locked before leaving the Building and Tenant shall exercise due care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenant or occupants of the Building or Landlord.
16. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of Landlord, which consent of Landlord shall not be unreasonably withheld, conditioned or delayed. If Landlord

shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.

17. Tenant shall not install equipment, such as but not limited to electronic tabulating or computer equipment, requiring electrical or air conditioning service in excess of those to be provided by Landlord under the Lease; provided however, that the foregoing shall not limit Tenant's ability to install equipment that does not exceed the electrical or air conditioning service that Tenant shall install as part of the Improvements.
18. No bicycle, shopping cart, or other vehicle or any animal except those animals used to assist handicapped persons to enter the Building and the Premises, shall be brought into the Premises or the halls, corridors, or any part of the Building by Tenant.
19. Landlord shall have the right to prohibit the use of the name of the Building or Project or any other publicity by Tenant which in Landlord's opinion tends to impair the reputation of the Building or Project or their desirability for other tenants, and upon written notice from Landlord, Tenant will refrain from or discontinue such publicity.
20. Tenant shall not erect any aerial or antenna on the roof or exterior walls of the Premises, Building, or Project without the prior written consent of Landlord.

\\REA\254198.12



**FIRST**  
**LEASE AMENDMENT**

**THIS FIRST LEASE AMENDMENT** ("First Amendment") is entered into as of August 2014, by and between Glenview Ravine Way LLC ("Landlord") and Ravine Way Surgery Center, LLC ("Tenant").

**RECITALS**

A. On April 20, 2005, Landlord and Tenant entered into a Multi-Tenant Building Lease (the "Lease") for office space comprising 11,062 rentable square feet and collectively referred to as the "Premises"), in the building commonly known as 2350 Ravine Way, Glenview, Illinois (the "Building").

B. Landlord and Tenant desire to amend the Lease so that commencing effective on the first day after the Building is sold by Landlord ("Amendment Effective Date"), the Lease is amended upon the terms and conditions set forth herein. The Lease and this First Amendment are collectively referred to as the Lease.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Rent.** Effective as of the Amendment Effective Date, the Base Rent for the Premises for the first Lease Year (hereinafter defined) for the remainder of the Term will be \$243,364 per annum (\$22.00 psf) and shall thereafter increase by 2.5% for each successive Lease Year through the Expiration Date. If the first Lease Year after the Amendment Effective Date begins other than the first day of the month, the Base Rent for the partial month will be prorated by the number of days in the partial month from and after the Amendment Effective Date. The term "Lease Year" means (a) the twelve (12) month period commencing on the Amendment Effective Date if the Amendment Effective Date is on the first day of a calendar month, or (b) if the Amendment Effective Date is not the first day of a calendar month, the period commencing on the Amendment Effective Date and ending on the last day of the twelfth (12th) complete calendar month following the Amendment Effective Date, and, in either case, each succeeding twelve (12) month period thereafter which falls in whole or in part during the Term.

2. **Rent Abatement.** Commencing on the Amendment Effective Date, the first six months of Base Rent for the Premises shall be abated.

3. **Extension of Term.** Commencing on the Amendment Effective Date, the expiration date of the Term is changed from December 31, 2017 to September 30, 2026 ("New Expiration Date"). The annual Base Rent from and after the Amendment Effective date through the New Expiration Date shall continue to increase by 2.5% over the previous Lease Year for each year of the Term.

4. Tenant Improvement Allowance. Landlord agrees to pay Tenant, within five (5) business days after the Amendment Effective Date an amount equal to Fifty Five Thousand Three Hundred Ten Dollars (\$55,310.00) (\$5.00 psf).

5. Notice. The second sentence in Article 25 is deleted and replaced by the following:

Notices to or demands upon Tenant shall be addressed to Tenant: James Fox, M.D. Illinois Bone and Joint Institute, LLC, 2401 Ravine Way, Glenview, IL 60025 with a copy to Scott Becker, McGuire Woods LLP, 77 W. Wacker Drive, Suite 4100, Chicago, IL 60601 as well as Neal Goldstein, Patzik, Frank & Samotny Ltd., 150 S. Wacker Drive, Suite 1500, Chicago, IL 60606.

6. Renewal Option. Section 27.1 is deleted and replaced by the following new Section 27.1 as follows:

"27.1. Option.

(a) Provided Tenant is not in Default under the terms and conditions of this Lease, and as long as no event of Default has occurred, but for the passage of time or the giving of notice, or both would constitute a Default under this Lease, and subject to the terms and provisions of this Article Twenty-Seven, Landlord hereby grants Tenant the option to extend the Term upon the same terms, conditions and provisions as contained in this Lease (but excluding this Article and Base Rent, for an additional five (5) years ("First Option") and in the event Tenant duly exercises the First Option, Tenant shall have the second option to extend the Term for another five (5) years ("Second Option"). The First Option and Second Option are sometimes collectively referred to as the "Options. The Base Rent during the Options shall be the then prevailing market rental rate for similar buildings with like construction improvements, age, condition, and location per annum, payable in equal monthly installments of Monthly Base Rent. Said Options to renew shall be exercisable by written notice from Tenant to Landlord of Tenant's election to exercise same, given not less than twelve (12) months prior to the expiration of the original Term or First Option, as the case may be. Following receipt of Tenant's notice of its option to extend, Landlord shall designate, by notice in writing to Tenant on or before thirty (30) days following receipt of notice of the exercise of Tenant's First Option (or Second Option, as the case may be), the then "prevailing market rental rate" applicable for the First Option term or Second Option term, as the case may be. In the event Tenant disputes Landlord's determination of the prevailing market rental rate under this Lease, then Tenant must notify Landlord of Tenant's disapproval within ten (10) days after its receipt of Landlord's determination. If the parties cannot mutually agree on the prevailing market rental rate within fifteen (15) days after the expiration of such ten (10) day period, then within the next ten (10) days Tenant may elect by written notice to Landlord (the "Resolution Notice") to submit the matter to the resolution process set forth in subsection (b) below, and if

Tenant fails to so elect, Tenant will be deemed to have rescinded its exercise notice.

(b) Within ten (10) days after Tenant has delivered to Landlord the Resolution Notice, Landlord and Tenant shall each designate a commercial real estate broker licensed in the State of Illinois and each being experienced in determining rental rates for office buildings comparable to the Building. If the brokers so designated fail to agree upon the prevailing market rental rate of the Premises within twenty (20) days after their designation, then the two (2) named brokers shall promptly and jointly select a third commercial broker licensed in the State of Illinois and experienced in determining rental rates for office buildings comparable to the Building, and the third broker shall then determine conclusively the then prevailing market rental rate for the Premises, which decision shall be binding on both Landlord and Tenant. If either party fails to designate its respective broker within the time allowed, then the broker designated by the other party shall act alone.

(c) Time is of the essence. If Tenant fails to exercise the Options in a timely manner, or if Tenant rescinds its exercise of an Option, then Tenant's rights under this Article 27 shall cease and terminate and its rights to occupy and possess the Premises shall expire on the last day of the original Term, or First Option, as the case may be.

7. Property Management Fee. Section 5.6 is amended to provide that notwithstanding any provision to the contrary, effective as of the Amendment Effective Date, the Common Area Costs shall include a management fee comparable to management fees charged by independent management companies for similar properties in the area where the building is located, but in no event shall such management fee exceed 3.0% of the net Base Rent.

8. Real Estate Brokers. Landlord represents and warrants to Tenant that no commission, fees or compensation will be paid, by Landlord, to any broker, agent, commission salesman, or other person, in connection with or arising out of this First Amendment.

9. Consent to Sublease. Landlord hereby acknowledges that it has consented to that certain Lease and Space-Sharing Agreement dated October 1, 2011 between Tenant and Illinois Bone and Joint Institute, LLC, as amended by that certain Amendment to Lease and Space-Sharing Agreement dated October 1, 2014 between said parties.

10. Regulatory Compliance. It is the parties intention and good faith belief that the Lease and this Amendment complies with all statutes and regulations applicable to healthcare providers including without limitation the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7a) and related regulations (including, but not limited to, 42 C.F.R. § 1001.952 (b)) and the Stark Law (42 U.S.C. §1395nn) and related regulations (including, but not limited to, 42 C.F.R. § 411.357(a) and 73 Fed. Reg. 48714 ) and that the provisions of this Lease meet the regulatory requirements for the safe harbor for "space rental" under the Federal Anti-Kickback Statute (42 C.F.R. § 1001.952 (b)), the safe harbor for the "rental of office space" exception under the Stark

Law (42 U.S.C. §1395nn(e)(1)(A), 42 C.F.R. § 411.357(a)). Landlord and Tenant acknowledge and agree that the rent amounts set forth herein are the parties' good faith determination of the fair market rental value of the Premises for the Term and have been determined by the parties in advance of such term without reference to the volume or value of any referrals or other business generated between the parties. The parties acknowledge and agree that neither party shall have any obligation to refer any of its patients to the other. The Premises covered by the Lease will be used by Tenant for the legitimate business purpose of operating its surgery center and such space does not exceed what is reasonable and necessary for such purpose. Tenant shall have exclusive use of the Premises for the conduct of its surgery center and shall not share use with Landlord. In the event the Lease or this Amendment fails to comply with such statutes and regulations, the parties will work cooperatively and in good faith to promptly correct such non-compliance.

11. Incorporation of the Lease. In all other respects, the Landlord and Tenant incorporate all of the remaining terms and provisions of the Lease as though set forth in full herein. In the event of any conflict between the Lease and this First Amendment, this First Amendment shall control.

12. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same instrument. Any facsimile signature or e-mail signature of the parties on this First Amendment shall be binding and effective as if an original.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this First Lease Amendment as of the date written above.

TENANT:

RAVINE WAY SURGERY CENTER LLC

By: \_\_\_\_\_

Manager

LANDLORD:

GLENVIEW RAVINE WAY LLC

By: \_\_\_\_\_

Manager

## SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Continued iii

### Operating Identity/Licensee

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.

### Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.

The operator/licensee of the existing Ravine Way Surgery Center is **Ravine Way Surgery Center, LLC**. The entity's Illinois Certificate of Good Standing is appended as **ATTACHMENT-1A**. **Ravine Way Surgery Center, LLC** is a joint venture including Ravine Way Partners, LLC (68.5% ownership) and NorthShore University HealthSystem (28.5% ownership).

**ATTACHMENT-3**

## SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

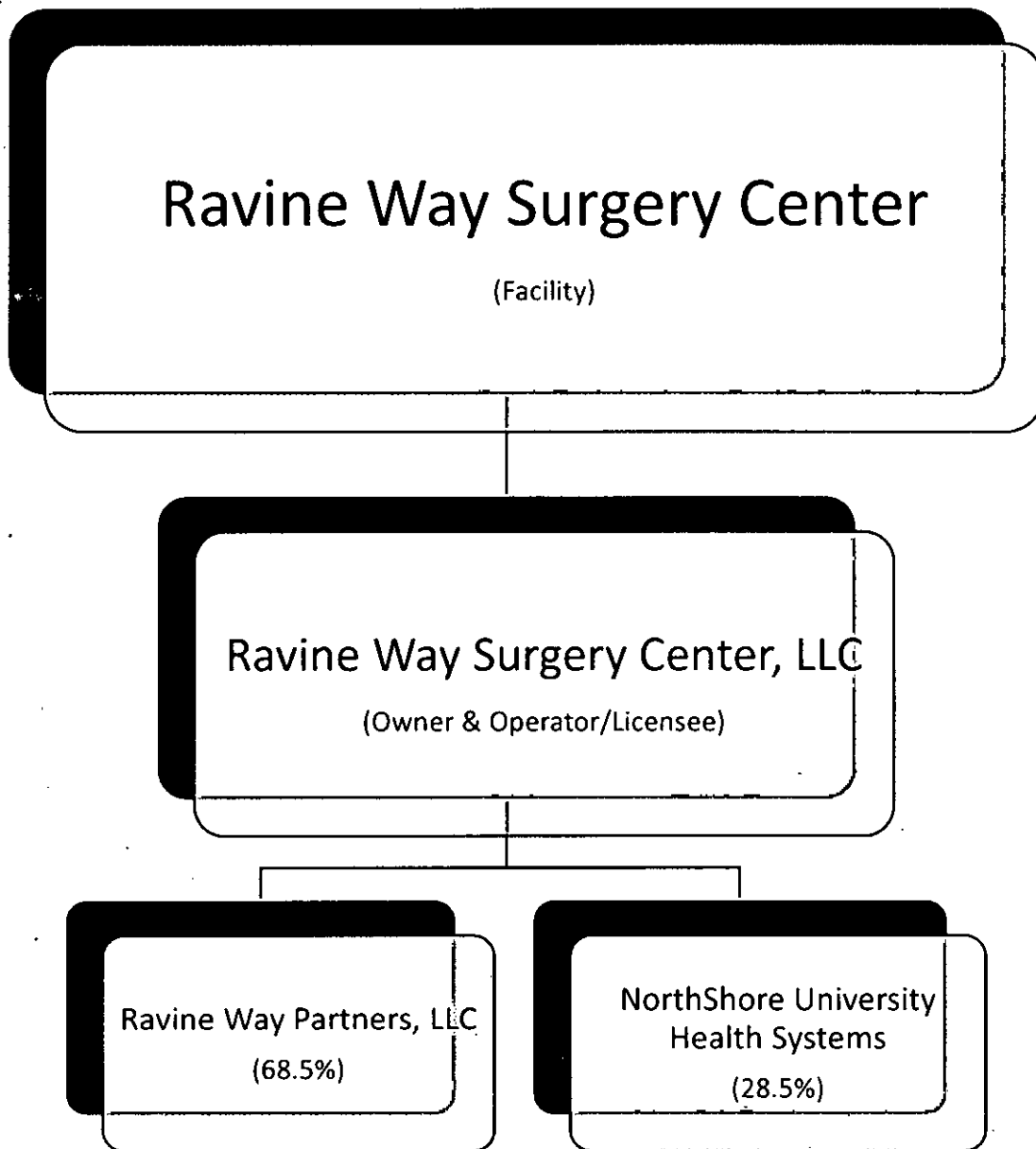
Continued iv

### Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

Appended as **ATTACHMENT-4A** is the organizational chart for the proposed project.

**ATTACHMENT-4**



## SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Continued v

### Flood Plain Requirements

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at [www.FEMA.gov](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org). This map must be in a readable format. In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>).

This project does not involve construction or modernization of any kind to the existing building. As proposed, this project is requesting the approval of two additional categories of service through the addition of pain management and podiatry surgical specialties. Therefore, this item is not applicable.

ATTACHMENT-5



## **SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

Continued vi

### **Historic Resources Preservation Act Requirements**

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

This project does not involve construction or modernization of any kind to the existing building. As proposed, this project requests the approval of additional surgical specialties through the addition of pain management and podiatry. Therefore, this item is not applicable.

**ATTACHMENT-6**

## SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Continued vii

### Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

This project, as proposed, is for the addition of two surgical specialties to Ravine Way Surgery Center through the addition of pain management and podiatry. There are no costs associated with this project.

ATTACHMENT-7

**SECTION I – IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

Continued viii

**Cost Space Requirements**

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
ASTC		10,400	10,400	0	0	10,400	0
<b>TOTAL</b>		<b>10,400</b>	<b>10,400</b>			<b>10,400</b>	

This project, as proposed, is for the addition of surgical specialties to Ravine Way Surgery Center through the addition of pain management and podiatry. As reflected in the above table, the square footage of the facility will not change.

## SECTION II. DISCONTINUATION Continued i

This Section is applicable to the discontinuation of a health care facility maintained by a State agency. NOTE: If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

### **Criterion 1110.290 – Discontinuation (State-Owned Facilities and All Relocations)**

The proposed project seeks the addition of categories of service to an existing ASTC, Ravine Way Surgery Center. Therefore, this item is not applicable.

**SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND  
ALTERNATIVES - INFORMATION REQUIREMENTS** Continued i

**BACKGROUND OF APPLICANT**

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if .

The Applicant, **Ravine Way Surgery Center, LLC**, does not own or operate any other licensed healthcare facility. A copy of the facility's IDPH license and AAAHC Accreditation for Ravine Way Surgery Center is appended as **ATTACHMENT-11A**.

2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.

The required documentation with regards to adverse action, as required under 1125.520, c) 2, is appended as **ATTACHMENT-11B**. It should be noted that the Applicant, who is both owner and operator of Ravine Way Surgery Center, does not have any adverse actions taken against them.

3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**

The above requested authorization for the Health Facilities and Services Review Board and the Department of Public Health access to information is appended as **ATTACHMENT-11C**.

4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

This item is not applicable.



**Illinois Department of  
PUBLIC HEALTH**

HF115746

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

**Nirav D. Shah, M.D., J.D.**  
Director

Issued under the authority of  
the Illinois Department of  
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
7/5/2019		7003080
<b>Ambulatory Surgery Treatment Center</b>		
Effective: 07/06/2018		

Ravine Way Surgery Center, LLC  
dba Ravine Way Surgery Center  
2350 Ravine Way Suite 500

Glenview, IL 60025

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #48240 5M 5/16

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

Exp. Date 7/5/2019

Lic Number 7003080

Date Printed 5/1/2018

Ravine Way Surgery Center, LLC  
dba Ravine Way Surgery Center  
2350 Ravine Way Suite 500  
Glenview, IL 60025

FEE RECEIPT NO.



ACCREDITATION ASSOCIATION  
for AMBULATORY HEALTH CARE, INC.

## ACCREDITATION NOTIFICATION

December 2, 2015

<b>Organization #</b>	72554	<b>Program Type</b>	Ambulatory Surgery Center
<b>Organization Name</b>	Ravine Way Surgery Center LLC dba Ravine Way Surgery Center		
<b>Address</b>	2350 Ravine Way, Ste 500		
<b>City   State   Zip</b>	Glenview	IL	60025-7657
<b>Decision Recipient</b>	Ms. Melody Winter-Jabeck		
<b>Survey Date</b>	11/5/2015-11/6/2015	<b>Type of Survey</b>	Re-accreditation/Medicare Deemed Status
<b>Deficiency Level</b>	Standard	<b>Correction Method</b>	Plan of Action, Document Review, Self Attestation
<b>Accreditation Type</b>	Full Accreditation	<b>Recommend Medicare Deemed Status</b>	Yes
<b>Acceptable Plan of Correction Received</b>	12/1/2015	<b>Correction Timeframe</b>	November - 2015 to December - 2015
<b>Accreditation Term Begins</b>	2/12/2016	<b>Accreditation Term Expires</b>	2/11/2019
<b>Special CC:</b>	CMS CO - Baltimore CMS RO V – Chicago	<b>CMS Certification Number (CCN)</b>	14C0001128
<b>Accreditation Renewal Code</b>	B7AE8CC772554		
<b>Complimentary AAAHC Institute study participation code</b>			72554FREEIQI

As an ambulatory surgery center (ASC) that has undergone the AAAHC/Medicare Deemed Status Survey, your ASC has demonstrated its compliance with the AAAHC Standards and all Medicare Conditions for Coverage (CfC). The AAAHC Accreditation Committee recommends your ASC for participation in the Medicare Deemed Status program. CMS has the final authority to determine participation in Medicare Deemed Status.

### Next Steps



# Ravine Way

SURGERY CENTER LLC

2550 Ravine Way  
Suite 500  
Glenview, Illinois 60025

847.842.1555 PHONE

847.842.1590 FAX

www.ravinewaysurgery.com

September 24, 2018

Ms. Courtney Avery  
Administrator  
Health Facilities and Services Review Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois 62761

Dear Ms. Avery:

Please be advised that no Adverse Action, as defined under 1130.140, has been taken against the Applicant or against any health care facility owned or operated by the Applicant, directly or indirectly, within three years preceding the filing of the Certificate of Need Application.

Sincerely,

Gregory H. Portland, M.D.

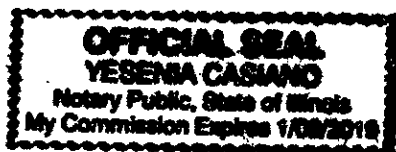
Manager, Ravine Way Surgery Center, LLC

Notarization:

Subscribed and sworn to before me  
this 24 day of September, 2018

Signature of Notary

Seal







**Ravine Way**  
SURGERY CENTER LLC

2350 Ravine Way  
Suite 500  
Glenview, Illinois 60025

847.832.1555 PHONE

847.832.1590 FAX

[www.ravinewaysurgery.com](http://www.ravinewaysurgery.com)

September 24, 2018

Ms. Courtney Avery  
Administrator  
Health Facilities and Services Review Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois 62761

Dear Ms. Avery:

I hereby authorize the Health Facilities Planning Board and the Illinois Department of Public Health (IDPH) access to any documents necessary to verify the information submitted, including, but not limited to: official records of IDPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. I further authorize the Illinois Department of Public Health to obtain any additional documentation or information that said agency deems necessary for the review of this Application as it pertains to Background of Applicant.

Sincerely,

Gregory H. Portland, M.D.  
Manager, Ravine Way Surgery Center, LLC

### **SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS** Continued ii

#### **Criterion 1110.230 – Purpose of the Project, and Alternatives**

##### **PURPOSE OF PROJECT**

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.

The purpose of the project is two-fold: first, to improve access to a lower cost surgical alternative for pain management and podiatry surgical specialties; second, to improve the utilization of an existing healthcare resource, i.e., Ravine Way Surgery Center. The improved access and utilization of existing healthcare services provides surety that existing healthcare services can be maintained, therefore improving the well-being of the population that resides in the market area.

There is no one in healthcare who is not aware of the ongoing concerns, commonly referred to as the “opioid epidemic”. It is unquestionable that healthcare professionals all need to perform their roles in evaluating and exploring non-opioid options for managing surgical and chronic pain. Historical institutional failures to do this are a part of what created this problem – proposal of a project like this is part of the solution. This is a surgery center that has both capacity within an existing facility and has a patient population already requiring surgical intervention to provide surgical repair to injuries and conditions, oftentimes preceded by chronic pain. As the institutional approach of healthcare moves towards more interventional pain management procedures and away from over-reliance upon opioid prescriptions, this category of service will continue to be an area of underreported need. Rather than pursue the establishment of a new facility to provide these necessary services, the responsible approach from a healthcare delivery perspective AND from a Certificate of Need perspective is to increase the utilization of an under-utilized facility. That is what this project is designed to accomplish.

**SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND  
ALTERNATIVES - INFORMATION REQUIREMENTS** Continued iii

2. Define the planning area or market area, or other relevant area, per the applicant's definition.

The existing ASTC for this proposed project, Ravine Way Surgery Center, is located at 2350 Ravine Way, Suite 500, Glenview, Illinois 60025 within Health Service Area 7, Planning Service Area Seven (7). In accordance with the State's required travel time contour, the proposed market area is the 10-mile radius adjusted per Title 77 of the Illinois Administrative Code, Chapter II, Subchapter a, Section 1100.510(d).

3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.

There are two issues that this project proposes to address. First is to better utilize Ravine Way Surgery Center, a fundamental tenet of the CON program. This will be established through the addition of two categories of service which will, by its very nature, increase access to healthcare. Second is the need of the physician partners of Ravine Way Partners, LLC to maintain the viability of a cost effective and accessible alternative to where surgeries are most traditionally performed, the acute care setting, i.e., a hospital. The Applicant's other stakeholder, NorthShore University HealthSystem, fully supports this project. Additionally, Illinois Bone & Joint Institute (IBJI) has indicated that its existing capacity cannot accommodate the increasing volume without expansion. The most reasonable means to accommodate this would be to expand services in Ravine Way Surgery Center.

4. Cite the sources of the documentation.

Appended as **ATTACHMENT-12A** is the Microsoft MapPoint North America 2009 map identifying the location of the existing facility, the 10-mile radius, location of other ASTC facilities, and the zip code areas.

Appended as **ATTACHMENT-12B** is the support letter from NorthShore University HealthSystem.

**ATTACHMENT-12**

### SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS Continued iv

5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.

The proposed project allows for the improved utilization of the existing healthcare facility, Ravine Way Surgery Center. ASTCs have proven to be a lower cost option and a more accessible alternative to the more austere acute care surgery departments within hospitals. The ability to improve access in a more cost-effective manner addresses the well-being of the area's population and provides benefit to the healthcare delivery system as a whole. Moreover, the importance of identifying, establishing, and maintaining access to interventional pain management services to act as a meaningful and viable alternative to over-reliance upon opioid treatment is essential.

There is increased efficiency when certain surgical procedures are performed in an ASTC setting instead of in a hospital suite. Surgery in an ASTC is more convenient to the patient and cost-effective which results in greater patient satisfaction. When a surgery is performed in an ASTC the physician and the patient are able to schedule and keep appointments for procedures that may ordinarily be "bumped" from the schedule in a hospital setting for a procedure that carries a higher reimbursement. The ASTC setting is undeniably a more affordable alternative than surgery in a hospital suite. Patients continue to gravitate towards less invasive, less expensive and more effective procedures that can be performed in an ASTC. A physician owned ASTC allows for maximum specialization of certain procedures while promoting and fostering innovative strategies and surgical improvements.

6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

This project's goal is to serve and provide care and services to the residents within the 10-mile radius of Ravine Way Surgery Center, Planning Area Seven (7). The goal will be

**SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND  
ALTERNATIVES - INFORMATION REQUIREMENTS** Continued v

measured by the Applicant's ability to meet or exceed the utilization standard of eighty percent as set forth in the Title 77 of the Illinois Administrative Code, Section 1110.1540(d) by the second full year of operation after permit issuance.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

This is not germane as there will be no modernization of the existing Ravine Way Surgery Center.

[illegible]

ATTACHMENT-12A

1301 Central Street  
Evanston, IL 60201  
www.northshore.org

(847) 570-5088  
(847) 570-5189 Fax

kmurtos@northshore.org

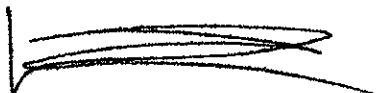
August 15, 2018

Illinois Health Facilities and  
Services Review Board  
525 W. Jefferson St., Second Floor  
Springfield, IL 62761

Dear Madam or Sir:

On behalf of NorthShore University HealthSystem, an integrated delivery system including four hospitals and over 100 locations serving patients in the Chicagoland area, and a joint venture partner in Ravine Surgery Center, I confirm our organizational support for the Certificate of Need request to extend the Ravine Way ambulatory surgery center license to include pain and podiatric procedures. The availability of ambulatory surgery center access points for these services is responsive to offering a range of alternative delivery sites to patients and physicians in the community, and is aligned with our commitment to support high quality, lower cost access points to the patients in our community.

Sincerely,



Kristen Murtos  
Chief Administrative & Strategy Officer

### SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS Continued vi

#### ALTERNATIVES

1. Identify ALL of the alternatives to the proposed project:

The project proposes to increase the utilization of an existing healthcare facility through the addition of two categories of service: pain management and podiatry. The alternatives include maintaining the status quo (a project of lesser scope), establishing a freestanding ASTC for the proposed pain management and podiatric surgical specialties (project of greater scope and cost), and utilize a hospital surgical suit. After reviewing these alternatives, it is clear that the project as proposed will provide a zero-cost alternative that produces a meaningful benefit deriving from an arrangement with an existing provider and allows for increasing of the utilization of an already existing healthcare resource.

2. Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**

#### ALTERNATIVE #1-Maintain the Status Quo

This alternative has no capital costs associated with it. However, it does not address the existing patient access issues that patients of IBI are currently dealing with. Moreover, it leaves an existing facility underutilized. This alternative is a lose-lose situation.

IBI represents a portion of the aligned physician partners of Ravine Way Partners LLC. Both the physician partners and the ASTC are aligned with the NorthShore University HealthSystem. IBI has a total of 20 locations across Chicago and Northern Illinois. Since 1991 it has become one of the largest orthopedic group practices in Illinois with more than 90 physicians who provide care to patients in every orthopedic specialty, caring for both adults and children. By its very existence, IBI creates increased access to care for Illinois residents. IBI

ATTACHMENT-13



### **SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS** Continued vii

offers a full range of orthopedic care including advanced MRI imaging, pain management care, non-surgical and surgical treatment plans, rheumatology, rehabilitation and wellness and sports training. This comprehensive care enables physicians, therapist and staff to work closely together so that patients and families achieve better outcomes. Collaborative care is also more efficient and, in many cases, substantially less expensive.

IBJI has available three alternative settings in which it can perform its surgical cases: in-office, at an ASTC, and in a hospital. While many procedures can be, and are being, done in the office setting, there are a number of cases that can only be performed in either an ASTC or in a hospital surgical suite. Trends have shown that the over-reliance upon procedures performed in a venue ancillary to the physician's office is something the government is discouraging. The ASTC venue, unlike a physician's office, is specifically designed with procedure room(s), adequate recovery space, equipment and trained staff that is not always available in an office setting. Some surgical cases require more specialized procedures that require more sophisticated settings for anesthesia and recovery. These kinds of cases should be done in licensed centers like a surgery center or hospital. It is common knowledge that the hospital setting is the more expensive of the two settings.

As part of exploring this alternative, IBJI reached out to NorthShore University HealthSystem and they stated: "the availability of ambulatory surgery center access points for these services is responsive to offering a range of alternative delivery sites to patients and physicians in the community, and is aligned with our commitment to support high quality, lower cost access points to the patients in our community" (refer to **ATTACHMENT-12B**). This is a clear indication that the further utilization of NorthShore University HealthSystem's operating and procedure rooms for IBJI's growing number of cases would not be a viable

### **SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS** Continued viii

alternative. Therefore, pursuit of this alternative effectively would hinder future patient access.

Quality is another area that, on the surface, would appear to remain constant. However, when patient access is hindered maintaining quality can present a challenge. This Applicant does not question the quality of care provided by other area health resources, but not moving forward with this project puts greater burden on the higher acuity and more costly hospital surgery departments. This appears to be entirely inconsistent with the long-term planning of NorthShore University HealthSystem, and an alternative location would have to be identified to meet the needs of this identified patient population.

Finally, this alternative would force patients into a more restrictive and more costly hospital setting or require them traveling to ASTCs outside of the service area. Requiring extensive travel for surgical procedures adds cost and increases the burden to the patient, including the ability to impact patient outcomes. This is particularly true when expecting notable travel of patients struggling with chronic pain. Requiring them to travel substantial distances is simply not reasonable. For these reasons, this alternative was not selected.

#### **ALTERNATIVE #2-A Project of Greater Scope**

The Applicant explored the alternative of establishing the proposed services in a freestanding, newly-constructed surgery center. This alternative does improve access; however, it would include the cost of land and construction. However, this option would ignore the fundamental tenet of the Certificate of Need program – that it is preferable to better utilize existing facilities rather than unnecessarily establish new facilities. Furthermore, this alternative would not enjoy the benefit of utilizing the quality of care and the quality of staff that is already in place at the existing Ravine Way Surgery Center. Likewise, this alternative does nothing to offer economies-of-scale that would offer financial benefits to any party involved. Specifically,

### **SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS** Continued ix

to establish these services from the ground up would require start-up costs and would involve operating deficits. It would require the duplication of staff who would then have to be trained to be able to do provide services that the existing staff already provides. In the event that the Applicant is underestimating the need for these services, pursuing this project would not undermine the ability to consider further expansion in the future. For the above reasons, including the ability to meet the needs of today without impacting the opportunities for tomorrow, this alternative was not selected.

#### **ALTERNATIVE #3 – Utilize an Existing Hospital Surgical Suite**

As described above, utilizing the existing operating and procedure rooms at the NorthShore University HealthSystem is not a viable option given the increase in case volume from IBJI physicians and the system's inability to accommodate the existing caseload. Changes in CMS reimbursement models are pushing these types of procedures into the ASTC setting because of the lower costs while maintaining the same quality of results. For the above reasons, this alternative was not considered viable.

#### **ALTERNATIVE #4- Project as Proposed**

The issue pressing the Applicant is to determine the best way to offer the surgical specialties of pain management and podiatry in the most efficient and most cost-effective manner. In exploring this issue, the most logical alternative was to utilize an existing underutilized ASTC that has all of the equipment and staff necessary to allow procedures to be performed immediately upon approval of the regulatory agencies. Therefore, when approved, pain management and podiatry surgical procedures could be performed shortly following approval. This is all without incurring additional cost to the healthcare system as all components of the project are in-place, i.e., land, physical plant, staff, equipment, supplies and licensing.

**SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND  
ALTERNATIVES - INFORMATION REQUIREMENTS** Continued x

Patient access to these surgical specialties will be immediately approved. Quality is in place with seasoned professional and medical staff and oversight. Finally, better utilization of an existing healthcare resource and further economies-of-scale will occur, resulting in financial benefits to the healthcare system.

- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**

A matrix evaluating the alternatives considered is as follows:

	Alternative 1 – Project of lesser scope		Alternative 2 – Project of Greater Scope		Alternative 3 – Project as being Proposed	
<b>Cost</b>	No Cost	+	Cost (Greater)	-	No Cost	+
<b>Patient Access</b>	Not Improved	-	Improved	+	Improved	+
<b>Quality</b>	Not expanded to include additional surgical specialties	-	Started from Scratch	-	Expanded to include additional surgical specialties	+
<b>Financial Benefits</b>	None	-	Negative with Duplication	-	Realized economies-of-scale	+

- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

This project does not question the quality of existing licensed healthcare facilities. Therefore, improved quality of care is not an issue and this item is not germane.

#### **SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**

Continued i

##### **Criterion 1110.120 - Project Scope, Utilization, and Unfinished/Shell Space**

###### **SIZE OF PROJECT:**

This project as proposed would add two additional categories of service to the Ravine Way Surgery Center, currently providing orthopedic procedures, specifically pain management and podiatry. Ravine Way Surgery Center currently has three operating rooms and a procedure room with existing recovery space. The square footage of the licensed ASTC is existing and will not change. Therefore, this item is not applicable.

#### SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE

Continued ii

##### PROJECT SERVICES UTILIZATION:

**This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.**

**Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110. Appendix B. A narrative of the rationale that supports the projections must be provided.**

**A table must be provided in the following format with Attachment 15.**

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
2016	ASTC	2,122 Cases	3,219 Hours	6,000 Hours	No
2017	ASTC	2,325 Cases	2,647 Hours	6,000 Hours	No
YEAR 2	ASTC	5,325 Cases	6,224 Hours	6,000 Hours	Yes

The historical utilization of the existing ASTC averaged 2,933 hours annually for the past two calendar years. To this figure the Applicant is expecting to increase orthopedic cases (approximately 100 cases) and add two related surgical specialties (2,219 pain management cases and 73 podiatry cases). The projected referrals and historical case load are provided in the referral letter appended as **ATTACHMENT-15A**. The projected hours of utilization were derived from the number of cases multiplied by the average time per case. For the existing orthopedic cases, the actual Ravine Way Surgery Center surgical time that was used is consistent with what was provided in the facility's 2017 IDPH Annual Questionnaire, appended as **ATTACHMENT-15B**. The time per procedure for the proposed pain management and podiatry specialties were derived from the statewide average per surgical specialty. Please refer to the 2016 IDPH State ASTC profile, appended as **ATTACHMENT-15C**.

**ATTACHMENT-15**



# Ravine Way SURGERY CENTER LLC

2350 Ravine Way  
Suite 500  
Glenview, Illinois 60025  
847.832.1333 PHONE  
847.832.1500 FAX  
www.ravinewaysurgery.com

October 24, 2018

Mr. Michael Constantino, Chief Project Reviewer  
Health Facilities and Services Review Board  
Illinois Department of Public Health  
525 West Jefferson Street, Second Floor  
Springfield, Illinois 62761

Re: Physician Referral Letter  
Ravine Way Surgery Center  
Certificate of Need Application

Dear Mr. Constantino:

I am the managing physician partner of Illinois Bone and Joint Institute (IBJI) and Ravine Way Surgery Center. This letter contains the referral documentation required per Ill. Admin. Code Section 1110.235(c)(3)(A)-(B). As reflected in our historical utilization and projected referrals below, this facility can justify the addition of pain and podiatry surgical specialties to our existing limited specialty Ravine Way Surgery Center.

Our Doctors performed 7,100 cases in Illinois Department of Public Health licensed facilities (either hospitals or ASTCs) over the most recent 24-months ending June 30, 2018. For the 12-months between 3<sup>rd</sup> Quarter 2016 and the end of the 2<sup>nd</sup> Quarter 2017 there were 3,785 surgical cases and between 3<sup>rd</sup> Quarter 2017 and the end of the 2<sup>nd</sup> Quarter 2018 there were 3,315 surgical cases performed. A breakdown of the cases by specialty are as follows:

Historical Caseload by Surgical Specialty:

Surgical Specialty	12-Months Ending June 30, 2017	12-Months Ending June 30, 2018
Orthopedics	3,749	3,127
Podiatry	36	38
Pain		150
Total	3,785	3,315

Mr. Michael Constantino, Chief Project Reviewer  
October 24, 2018  
Page Two

Historical Caseload by Licensed setting:

Licensed Facility	12-Months Ending June 30, 2017	12-Months Ending June 30, 2018
Ravine Way SC	2,411	2,165
Evanston Hospital	436	265
Glenbrook Hospital	652	473
Highland Park Hospital	231	226
Skokie Hospital	40	20
NSSS (an ASTC in Kenosha)	8	10
Other	7	156
<b>Total</b>	<b>3,785</b>	<b>3,315</b>

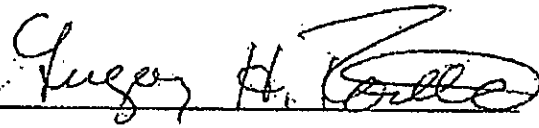
The patient origin, identified by Medical Record Number and Zip Code, for all IBJI surgical patients is appended herein. Please note, the number of patients is not meant to equal the number of cases as some patients have had multiple procedures. In the 24 months ending June 30, 2018, IBJI had 5,369 total surgical patients (2,852 patients in period ending 6/30/18 and 2,517 patients in period ending 6/30/18).

Our historical two-year average caseload equates to 296 monthly referrals, and it is projected that IBJI would refer 252.8 patients monthly based on our historical procedures (orthopedics) and up to 443.8 patients monthly based on the growth of our practice. The additional 191 cases will come from moving the majority (90%) of the above listed podiatry and pain management cases (14 per month), 50% of the pain management cases (157 cases per month) currently performed in the office setting, and the volume from the practice growth and new physicians (20 cases per month) to Ravine Way Surgery Center.

IBJI works closely with NorthShore University Health System and its affiliated hospitals. Expanding access to podiatric and pain management procedures at Ravine Way Surgery Center is aligned with their commitment to support high quality, lower cost access points to patients in our collective communities.

Consistent with Board regulations we verify that the patient referrals cited in this letter have not been used to support another pending or approved CON application for the subject services. Furthermore, the undersigned certifies that the representations contained herein are true and accurate.

Physician's Signature



Date

10/24/18

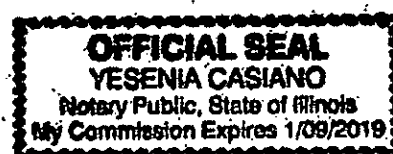
(Please Print/Type Name) Gregory H. Portland, M.D.

Notarization:

Subscribed and sworn to before me,  
this 24 day of October, 2018

Signature of Notary

Seal:





Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
01/03/2018	10223070	60051	04/21/2017	100035010	60069	05/22/2017	100073540	60060
12/20/2017	10246090	60607	12/01/2017	100035110	60062	07/25/2017	100073570	60018
01/04/2018	10248300	60201	04/26/2017	100035900	60714	05/23/2017	100075130	60076
01/18/2018	10255880	60040	04/11/2017	100036270	60025	12/19/2017	100075300	60002
01/16/2018	10256050	60030	07/26/2017	100038630	60026	02/05/2018	100075500	60077
01/04/2018	10256060	60062	05/17/2017	100039030	60647	08/29/2017	100076710	60174
04/05/2017	100000980	60093	04/13/2017	100039240	60714	08/17/2017	100076720	60093
04/12/2017	100001480	60091	04/12/2017	100039400	60085	05/17/2017	100077510	60093
04/11/2017	100002110	60302	04/21/2017	100039480	60657	07/13/2017	100078700	60062
03/14/2017	100002250	60201	04/13/2017	100039610	60618	05/23/2017	100079310	60047
03/28/2017	100002810	60067	07/11/2017	100040520	60025	07/06/2017	100079590	60657
05/11/2017	100004640	60040	06/01/2017	100040940	60030	04/12/2018	100079610	60048
03/22/2017	100004730	60062	10/26/2017	100041650	60605	07/13/2017	100081020	60005
03/16/2017	100005110	60646	06/22/2017	100042140	60062	08/02/2017	100081220	60035
08/09/2017	100005200	60077	05/22/2017	100042420	60062	05/18/2017	100082420	60035
03/24/2017	100006770	60062	09/11/2017	100043160	60645	06/09/2017	100083350	60093
03/21/2017	100007380	60647	04/19/2017	100044810	60035	07/06/2017	100084270	60004
09/12/2017	100008130	60610	04/19/2017	100045220	60647	02/23/2018	100084380	60016
08/17/2017	100009440	60035	04/27/2017	100046290	60090	11/20/2017	100084480	60093
03/22/2017	100009580	60062	08/04/2017	100046500	60089	05/31/2017	100084880	60714
05/24/2018	100010040	60015	10/24/2017	100047360	60172	07/07/2017	100085220	60560
04/21/2017	100010310	60056	10/24/2017	100047440	60108	08/10/2017	100085320	60031
03/09/2018	100010750	60035	05/05/2017	100048250	60634	05/31/2017	100086550	60187
05/25/2017	100010810	60201	10/18/2017	100049250	60645	10/11/2017	100088950	60618
03/31/2017	100011130	60090	05/09/2017	100049880	60201	07/27/2017	100089600	60089
07/31/2017	100011280	60025	08/21/2017	100050530	60656	11/15/2017	100090250	60645
12/14/2017	100011470	60631	10/03/2017	100051360	60645	12/15/2017	100090820	60626
03/22/2017	100011610	60091	09/27/2017	100051850	60025	06/02/2017	100091580	60053
04/27/2017	100011750	60176	06/29/2017	100052530	60069	05/23/2017	100092120	60002
03/31/2017	100012540	60025	11/02/2017	100052640	60647	04/06/2018	100092240	60025
07/27/2017	100013100	60487	04/28/2017	100054630	10023	07/24/2017	100092280	60062
03/23/2017	100013160	60076	09/20/2017	100058770	60067	05/24/2017	100093080	60010
03/24/2017	100013230	60631	05/25/2017	100061230	60069	07/20/2017	100093490	60403
03/21/2017	100013260	60201	06/07/2017	100062060	60202	06/01/2017	100094000	89135
05/12/2017	100014070	60062	05/04/2017	100062550	60010	12/18/2017	100094070	60201
03/29/2017	100017030	60062	06/07/2017	100062750	60068	05/25/2017	100094770	60305
05/11/2017	100017330	60660	05/03/2017	100063310	60015	07/14/2017	100095340	60614
04/04/2017	100019650	60016	05/05/2017	100063530	60015	06/01/2017	100096050	60540
03/30/2017	100020930	60091	05/30/2017	100063700	60076	05/20/2017	100097380	60602
03/28/2017	100021000	60076	03/22/2018	100064490	60025	06/28/2017	100097440	60614
04/04/2017	100021370	60062	07/26/2017	100065110	60010	12/12/2017	100097760	60622
03/28/2017	100021470	60608	11/02/2017	100067510	60202	08/15/2017	100098340	60025
03/30/2017	100023210	60093	05/25/2017	100068230	60022	05/30/2017	100098420	60085
08/24/2017	100026360	49022	06/23/2017	100069990	60056	06/12/2017	100098750	60035
04/07/2017	100026720	60641	05/19/2017	100070050	53143	06/16/2017	100099110	60035
04/21/2017	100028590	60044	05/15/2017	100070070	60610	06/14/2017	100100480	60004
10/25/2017	100028750	60062	06/29/2017	100070170	60069	06/29/2017	100100910	60091
05/23/2017	100028900	60076	05/19/2017	100071600	60004	06/07/2017	100101060	60142
07/28/2017	100030350	60626	05/09/2017	100071620	60630	06/01/2017	100101900	60202
05/11/2017	100032580	60093	06/06/2017	100071900	60203	08/08/2017	100102320	60056
05/19/2017	100032850	53140	12/29/2017	100072310	60202	06/01/2017	100105830	60062
04/11/2017	100032900	60093	06/06/2017	100072610	60203	06/06/2017	100107160	60091
04/27/2017	100034000	60018	05/17/2017	100073080	60056	08/02/2017	100108180	60046
04/12/2017	100034120	60062	05/11/2017	100073170	60089	06/09/2017	100110240	60201

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Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
07/03/2017	100111120	60046	09/14/2017	100148720	60089	08/31/2017	100190050	60035
12/28/2017	100112170	60062	07/12/2017	100149050	60062	08/08/2017	100190510	49726
12/27/2017	100112210	60090	11/16/2017	100149260	60056	08/08/2017	100192030	60056
08/25/2017	100112340	60044	12/07/2017	100150430	60062	10/31/2017	100193060	60025
03/23/2018	100115230	60203	08/08/2017	100152360	60137	10/12/2017	100193090	60098
12/01/2017	100116240	60160	01/23/2018	100152570	60654	10/09/2017	100193200	60013
06/12/2017	100117010	60015	08/23/2017	100152700	60067	08/14/2017	100193710	60061
06/13/2017	100118370	60060	05/23/2018	100153860	60630	08/17/2017	100194440	60625
12/06/2017	100118760	53223	12/26/2017	100153950	60203	04/03/2018	100195680	60070
06/13/2018	100118800	52807	08/03/2017	100155270	60026	08/10/2017	100195690	60188
06/28/2018	100118870	60062	07/13/2017	100155850	60047	09/08/2017	100196030	60107
06/13/2017	100119950	60061	07/20/2017	100155920	60561	04/26/2018	100197200	60172
10/12/2017	100120650	60610	07/11/2017	100156120	60089	09/25/2017	100198250	60016
08/09/2017	100121850	60040	07/18/2017	100156450	60565	08/17/2017	100201490	60185
06/04/2018	100122150	60645	07/13/2017	100156520	60203	08/24/2017	100202310	60645
11/07/2017	100122550	60646	04/06/2018	100157340	60108	08/18/2017	100202900	60201
11/09/2017	100122860	60614	01/08/2018	100157760	60657	03/21/2018	100203200	60091
07/26/2017	100123060	60091	06/08/2018	100157850	60016	03/06/2018	100203820	60091
07/11/2017	100123230	60631	07/31/2017	100158450	60091	09/01/2017	100204190	60631
06/16/2017	100123820	60626	08/15/2017	100158780	60525	08/16/2017	100205890	21043
06/15/2017	100124600	60015	07/28/2017	100158880	60440	08/16/2017	100208300	60091
06/21/2017	100125630	60202	07/14/2017	100158910	60201	09/28/2017	100209840	60046
06/23/2017	100126920	60626	07/09/2017	100159680	60035	08/24/2017	100210390	60076
06/23/2017	100128470	60645	09/15/2017	100161310	60626	09/01/2017	100210600	60040
06/22/2017	100128890	60173	08/04/2017	100162180	60631	08/23/2017	100211150	60060
06/23/2017	100129390	60077	07/17/2017	100162230	60061	08/28/2017	100211380	60613
06/22/2017	100129440	60626	07/20/2017	100162460	60047	08/18/2017	100211900	60712
06/23/2017	100129450	60202	08/17/2017	100163430	60062	08/23/2017	100211960	60083
06/22/2017	100129680	60201	08/01/2017	100163690	60077	10/30/2017	100212220	60657
07/13/2017	100129890	60015	07/20/2017	100164230	60707	08/30/2017	100212690	60068
06/23/2017	100130540	60089	08/10/2017	100165260	60047	09/01/2017	100213850	60640
08/01/2017	100131270	60012	07/28/2017	100166210	60085	12/05/2017	100214810	60156
12/12/2017	100131850	60062	06/22/2018	100166420	60062	04/04/2018	100215750	60645
08/10/2017	100132510	60491	08/02/2017	100167090	60015	09/01/2017	100217560	60089
07/06/2017	100132520	40241	09/08/2017	100169770	60302	08/29/2017	100218140	60062
07/17/2017	100132570	60625	08/22/2017	100170530	60030	09/12/2017	100218150	60015
12/03/2017	100133260	60035	07/26/2017	100171340	60015	05/14/2018	100219900	60046
07/10/2017	100134200	60045	08/31/2017	100172790	60090	09/06/2017	100222030	60076
07/13/2017	100134320	60002	07/25/2017	100174560	60025	10/04/2017	100224250	60074
07/27/2017	100134690	60015	08/01/2017	100174730	60022	10/12/2017	100225550	60089
08/25/2017	100135790	60091	01/19/2018	100175270	60025	11/02/2017	100226390	60026
05/10/2018	100136070	60089	05/30/2018	100176470	60062	11/20/2017	100226720	60203
06/29/2018	100140050	60656	10/20/2017	100176770	60133	09/06/2017	100227010	60062
01/22/2018	100141650	60016	05/24/2018	100179930	61010	01/25/2018	100228380	60634
05/24/2018	100141870	60056	06/26/2017	100179940	60090	10/19/2017	100229550	60015
07/06/2017	100142000	60031	10/12/2017	100182410	60015	08/30/2017	100229590	60091
08/01/2017	100144720	60091	08/23/2017	100184200	60062	09/07/2017	100230000	60201
03/29/2018	100145680	60030	08/03/2017	100185630	60659	10/31/2017	100230830	60617
07/05/2017	100146240	60046	08/28/2017	100186130	60035	09/29/2017	100231640	60085
08/29/2017	100146580	60120	08/09/2017	100187310	60090	04/12/2018	100232290	60660
07/05/2017	100146720	60618	08/03/2017	100187410	60022	09/01/2017	100232430	60087
07/07/2017	100147230	60047	08/30/2017	100188110	60659	02/23/2018	100232730	60201
06/27/2017	100147280	60040	09/05/2017	100188580	60016	10/06/2017	100235190	60015
07/18/2017	100147840	60060	10/05/2017	100189240	60062	09/15/2017	100236000	60090

Illinois Bone and Joint Institute  
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7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
09/14/2017	100236920	60090	10/07/2017	100281710	79720	12/20/2017	100326030	60626
12/26/2017	100237000	60025	10/18/2017	100282540	60661	11/17/2017	100326270	60062
12/29/2017	100237780	60091	11/10/2017	100282550	60005	11/17/2017	100327260	60640
10/04/2017	100238240	60060	10/20/2017	100282590	60091	12/29/2017	100327520	60441
04/13/2018	100239070	60069	06/19/2018	100282860	60201	02/27/2018	100327740	60073
02/27/2018	100239130	60004	11/29/2017	100283780	60025	03/20/2018	100328280	60565
09/08/2017	100239540	60035	10/24/2017	100285030	60067	12/20/2017	100328490	60062
09/29/2017	100240180	60067	12/19/2017	100286360	60025	03/15/2018	100328630	60026
09/22/2017	100241690	60022	05/18/2018	100287370	60035	01/12/2018	100331780	60177
09/22/2017	100242030	60074	10/17/2017	100287610	60160	11/16/2017	100331890	60035
09/15/2017	100243160	60181	10/12/2017	100288440	60040	12/21/2017	100333400	60712
01/11/2018	100243360	60062	10/20/2017	100288980	60091	12/01/2017	100333920	60026
11/21/2017	100246650	60062	02/23/2018	100289250	60093	12/01/2017	100333970	60045
10/26/2017	100246900	60201	03/27/2018	100291190	60045	01/05/2018	100334460	60035
09/19/2017	100248380	60091	12/06/2017	100292530	60202	05/31/2018	100334580	60062
09/19/2017	100248460	60026	12/11/2017	100293480	60201	11/24/2017	100335270	60120
11/17/2017	100249230	60045	12/15/2017	100294350	60035	01/19/2018	100336780	60046
11/16/2017	100249660	60051	10/25/2017	100296560	60056	12/27/2017	100337810	60004
09/20/2017	100250340	60611	10/25/2017	100296660	60202	06/22/2018	100339360	60201
09/18/2017	100251350	60091	10/31/2017	100296820	60025	11/28/2017	100339960	60062
03/02/2018	100252940	60061	10/25/2017	100296880	60025	02/19/2018	100341250	60564
09/26/2017	100253690	60056	11/01/2017	100297040	60101	12/29/2017	100344590	46514
01/19/2018	100255290	60614	11/15/2017	100297630	60712	06/19/2018	100344630	60563
09/26/2017	100257150	60016	10/30/2017	100298770	60046	03/22/2018	100344650	60089
01/25/2018	100257630	60172	11/01/2017	100299380	60645	02/05/2018	100345210	60091
10/17/2017	100257660	60062	11/01/2017	100300940	60657	12/20/2017	100346460	60085
09/26/2017	100257700	60613	01/05/2018	100301650	60201	03/13/2018	100346510	60137
09/29/2017	100258000	60062	01/25/2018	100302060	60016	01/04/2018	100347170	60091
10/04/2017	100258520	60031	05/23/2018	100302660	60073	01/03/2018	130000130	60477
09/28/2017	100258670	60062	12/13/2017	100304960	60026	12/13/2017	130001280	60714
09/28/2017	100259360	60202	06/06/2018	100307000	60026	01/25/2018	130001300	60005
12/01/2017	100259690	60062	11/02/2017	100308080	60015	01/17/2018	130001810	60639
10/25/2017	100260430	60605	12/07/2017	100308750	60077	03/16/2018	130003360	60201
03/15/2018	100263860	46176	03/02/2018	100309600	60626	01/11/2018	130003910	60069
10/19/2017	100264210	60015	11/06/2017	100310520	60062	12/14/2017	130004040	60586
10/12/2017	100265770	60093	01/18/2018	100311610	60630	12/14/2017	130004120	32233
10/20/2017	100266190	60077	04/18/2018	100312280	60622	04/27/2018	130004340	60068
10/03/2017	100267060	60026	11/15/2017	100312900	60714	12/22/2017	130006760	60025
10/03/2017	100269210	60069	11/16/2017	100313390	60201	12/19/2017	130006890	60047
11/30/2017	100269410	60614	03/06/2018	100313450	60043	02/23/2018	130008260	60093
01/11/2018	100270240	61008	11/17/2017	100313720	60026	12/13/2017	130008380	60015
10/20/2017	100270480	60202	02/01/2018	100313820	60015	02/26/2018	130009650	60651
09/30/2017	100270550	60085	05/08/2018	100315110	60035	12/19/2017	130010630	60015
10/10/2017	100272810	75048	11/03/2017	100315140	60045	03/06/2018	130010960	60025
11/08/2017	100274050	60645	06/14/2018	100316220	60093	12/18/2017	130011680	60093
11/14/2017	100274150	60062	12/05/2017	100316750	60647	03/21/2018	130013400	60035
12/19/2017	100276210	60004	11/20/2017	100317060	60911	02/01/2018	130014190	60015
10/10/2017	100278180	60171	12/07/2017	100317550	60048	01/11/2018	130015210	60025
10/31/2017	100278250	60056	11/09/2017	100318340	60622	01/31/2018	130015270	60068
10/11/2017	100278810	60640	02/08/2018	100318460	60025	02/05/2018	130015370	60152
01/02/2018	100280660	40205	05/18/2018	100320670	60062	12/22/2017	130017910	60618
10/27/2017	100280850	60093	11/22/2017	100321400	60626	01/17/2018	130018050	60654
10/25/2017	100281310	60016	12/08/2017	100321910	60645	01/05/2018	130018900	60091
10/16/2017	100281680	60026	11/27/2017	100322790	60015	06/14/2018	130020860	60016

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
06/22/2018	130021320	60201	05/16/2018	130066160	60002	03/09/2018	130105280	60091
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01/04/2018	130024550	94133	03/01/2018	130069180	60035	03/07/2018	130105740	60015
01/17/2018	130024840	60067	05/04/2018	130069350	60062	05/02/2018	130105820	60089
02/15/2018	130025170	2116	03/28/2018	130069640	60026	03/13/2018	130107040	60022
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03/16/2018	130027000	60015	05/01/2018	130071290	60640	03/13/2018	130110680	60067
01/04/2018	130028440	60074	05/10/2018	130072160	32309	03/13/2018	130112080	60062
03/13/2018	130029670	60046	02/12/2018	130072340	53066	04/16/2018	130112570	60035
02/14/2018	130029830	60090	06/13/2018	130072650	60026	04/19/2018	130112650	60091
02/08/2018	130030140	60010	06/07/2018	130073620	60202	03/16/2018	130112830	60201
03/22/2018	130031940	60043	04/05/2018	130074790	60659	04/06/2018	130113110	60089
01/09/2018	130032220	60647	02/01/2018	130076200	60016	06/14/2018	130114730	60091
01/09/2018	130032330	60639	04/27/2018	130078070	60093	03/20/2018	130115400	60018
02/22/2018	130034490	60085	03/08/2018	130078120	60068	03/26/2018	130116260	60089
04/10/2018	130034870	60076	03/02/2018	130078260	60062	03/15/2018	130117320	60803
01/11/2018	130034960	60202	04/10/2018	130078320	60068	04/04/2018	130117880	60025
01/10/2018	130035330	60091	02/20/2018	130078440	60035	03/20/2018	130118830	60026
01/19/2018	130036510	60062	05/03/2018	130078450	60035	03/20/2018	130118880	60626
01/18/2018	130036760	60087	02/09/2018	130078610	60074	03/22/2018	130121960	60302
01/11/2018	130037450	60062	02/11/2018	130079350	60614	03/22/2018	130122330	60035
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01/15/2018	130038590	60031	03/22/2018	130080310	60093	04/03/2018	130124070	60047
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02/06/2018	130065670	60016	03/08/2018	130104630	60124	05/10/2018	130162330	60607

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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06/27/2018	130217730	60201	10/10/2017	P1017420	60015	12/13/2016	P1038204	60631
06/08/2018	130222130	60099	09/02/2016	P1017833	60045	01/12/2018	P1038313	60025

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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06/28/2018	P1041943	60062	01/12/2018	P1060608	60015	01/11/2018	P1078148	60073
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Illinois Bone and Joint Institute.  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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07/27/2017	P1109981	60091	07/20/2017	P1126790	60091	12/05/2017	P1146200	60432
11/15/2016	P1110296	60062	10/05/2017	P1127054	60074	01/26/2017	P1146912	60025
03/18/2018	P1110314	60047	09/28/2017	P1127446	61073	07/07/2016	P1146981	60062
09/20/2016	P1110680	60093	02/14/2018	P1128467	60047	02/02/2018	P1147368	60093
02/14/2017	P1110729	60093	12/05/2016	P1128638	60076	03/09/2018	P1148553	60025



Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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05/31/2018	P1149925	60047	08/04/2017	P1168713	60089	03/28/2018	P1184008	60035
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09/12/2017	P1151150	60045	05/30/2018	P1169067	60626	06/01/2018	P1184397	60712
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11/16/2017	P11517	60047	11/28/2017	P1169704	60646	04/13/2017	P11852	60056
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05/08/2018	P1163546	60018	07/21/2016	P1182864	60035	08/11/2016	P11952	60618
10/25/2016	P1163851	60025	05/04/2018	P1182890	60035	01/06/2017	P1195818	60061
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06/26/2018	P1164593	54235	09/08/2016	P1183038	60062	03/06/2017	P1196397	60201
10/12/2016	P116475	60043	10/19/2016	P1183097	60062	11/27/2017	P119693	60016
05/29/2018	P1164924	60084	06/13/2018	P1183117	60062	04/14/2017	P1196978	60089



Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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03/23/2018	P1199711	60043	03/24/2017	P1218080	60030	03/15/2017	P1234311	60098
11/01/2016	P1199884	60068	05/17/2017	P1218546	60091	08/31/2017	P12345	60035
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06/06/2017	P1203597	60025	03/14/2018	P1221216	60062	05/16/2017	P12370	60089
06/29/2017	P1203647	60091	07/14/2017	P1221359	60201	12/09/2016	P1237743	60062
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11/21/2017	P1204484	60043	05/15/2018	P1221484	60203	06/21/2018	P1238198	60062
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02/08/2018	P1204691	60082	01/10/2017	P1221605	60035	03/03/2017	P12387	60022
05/29/2018	P1204773	60062	02/09/2017	P1221676	60091	12/14/2017	P1238739	60646
02/15/2018	P1205599	60041	07/27/2017	P1222202	60654	11/04/2016	P1238912	60047
04/28/2017	P1206008	60091	06/12/2018	P122351	60025	10/18/2016	P1239001	60047
08/11/2017	P1206014	60015	12/01/2016	P1224418	60076	10/27/2016	P1239682	60022
05/25/2018	P1206528	60093	09/14/2017	P1224419	60025	05/24/2017	P1239748	60089
04/27/2018	P1206893	60015	02/06/2018	P1224485	60091	05/23/2018	P1240004	60062
02/16/2017	P1207014	60201	12/14/2016	P1224713	60047	02/13/2017	P1240171	60093
11/21/2017	P1207064	60015	05/16/2018	P1225180	60035	02/26/2018	P1240277	60025
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04/13/2018	P1208880	60015	12/15/2016	P1226184	0	10/27/2016	P1241877	60062
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12/19/2017	P1212663	60076	10/13/2016	P1228837	60062	03/28/2018	P1244192	60056
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12/22/2017	P1213929	60634	05/09/2018	P1229162	60626	10/11/2016	P1244758	60035
05/30/2017	P1214194	60002	07/21/2017	P1229230	60609	08/22/2017	P1244985	60062
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08/25/2016	P12155	60035	04/24/2018	P1230581	60091	09/30/2016	P1245545	60056
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01/30/2017	P1215994	60645	11/28/2017	P1231206	60093	12/14/2017	P1246138	60026

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16-6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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11/17/2017	P1247736	60091	03/07/2017	P1260654	60026	11/22/2017	P1274796	60025
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03/16/2017	P1249257	60089	09/26/2016	P12619	60025	01/10/2017	P1276192	60015
09/07/2016	P1249484	60202	02/21/2018	P1261944	60093	01/22/2018	P12762	60052
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03/15/2018	P1255217	60201	11/20/2017	P1265872	60193	04/06/2018	P1283228	60659
02/02/2018	P1255250	60093	05/02/2018	P1266113	60618	11/08/2016	P1283264	60093
01/12/2018	P1255415	60015	06/09/2017	P1266214	60062	11/08/2016	P1283358	60091
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07/18/2017	P1258528	60026	12/07/2016	P1270941	60062	04/13/2018	P1287086	60098
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Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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11/23/2016	P1290700	60089	11/15/2017	P1306721	60026	11/02/2016	P1319951	60091
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06/07/2018	P1291416	60026	11/28/2017	P1307535	60634	05/16/2017	P1320760	60089
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Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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01/13/2017	P1442035	60631	09/27/2016	P1457787	60026	09/01/2016	P1467977	60004
09/20/2016	P1442333	60124	12/14/2016	P1458131	60607	06/19/2017	P14680	60015
10/27/2016	P1443024	60634	12/07/2017	P1458207	60089	02/14/2017	P1468052	60659
12/05/2016	P1444034	60439	12/07/2017	P1458442	60559	09/13/2016	P1468234	60026

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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10/23/2017	P1469963	60480	04/27/2017	P1481744	60062	03/01/2018	P1493071	60659
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07/31/2017	P14716	60048	01/18/2018	P148317	53964	05/18/2017	P1494787	60025
07/01/2016	P1471706	60093	07/12/2016	P1483189	60062	07/05/2016	P1494969	60008
04/18/2017	P1471864	60093	05/29/2018	P1483281	60091	01/19/2017	P1495003	60202
07/19/2016	P1472304	60025	05/24/2018	P1484245	60053	11/04/2016	P1495112	60185
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09/16/2016	P1472402	40241	11/10/2017	P148434	60026	01/23/2018	P1495756	61733
07/07/2016	P1473267	60031	03/13/2018	P1484349	60076	12/23/2016	P1496114	60712
11/02/2017	P1473469	60660	05/24/2018	P1484613	60015	02/22/2018	P1496115	47396
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07/24/2017	P1474541	60062	11/06/2017	P1484873	60025	06/12/2018	P1496471	60641
05/09/2017	P1474601	60035	02/08/2017	P1485461	60062	04/21/2017	P14967	60061
08/11/2017	P1475072	60061	09/13/2017	P1485538	60089	06/08/2017	P1496882	60070
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10/06/2017	P1475459	60707	03/21/2017	P1486925	60062	08/19/2016	P1497261	60025
04/10/2018	P1475648	60062	05/23/2017	P1487250	60626	03/10/2017	P1497336	60056
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11/08/2016	P1478847	60093	12/29/2016	P1490611	60646	04/04/2018	P1499457	60645
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06/23/2017	P1480007	60025	07/01/2016	P1492052	60062	11/16/2017	P1500753	60089
07/19/2016	P1480230	60201	02/09/2017	P1492072	60526	07/22/2016	P1501122	60646
12/27/2017	P1480256	60202	03/27/2017	P1492185	60035	09/06/2016	P1501140	60506
03/07/2017	P1480322	60025	11/16/2016	P1492500	60077	01/19/2017	P1501250	60076



Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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09/22/2017	P1501494	60035	01/04/2017	P1508446	60089	07/07/2016	P1513557	60062
02/09/2018	P1501503	60093	07/14/2016	P1508503	60048	08/22/2017	P15136	60035
07/25/2017	P1501817	60076	08/09/2016	P1508514	60018	07/11/2016	P1513805	60070
12/22/2017	P1501970	60634	10/13/2017	P1508620	60022	07/20/2016	P1514046	60090
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09/30/2016	P1502120	60062	01/22/2018	P1508855	60046	08/26/2016	P1514156	60040
07/31/2017	P1502325	60069	09/29/2016	P1508860	60502	07/22/2016	P1514165	60025
08/18/2016	P1502661	60124	06/30/2017	P1508898	60090	07/29/2016	P1514242	60064
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07/07/2017	P1504159	60640	11/30/2016	P1511045	60045	08/12/2016	P1514955	60010
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12/06/2016	P1505085	60093	10/06/2016	P1511222	60202	07/11/2016	P1515311	60070
07/19/2016	P1505203	60025	12/20/2016	P1511302	60016	11/30/2016	P1515322	60026
01/24/2017	P1505450	60056	04/05/2018	P1511430	60532	05/17/2018	P1515328	60089
12/08/2016	P1505514	60631	10/21/2016	P1511467	60626	07/20/2016	P1515334	60091
06/13/2018	P1505736	60136	12/01/2016	P1511490	60614	07/11/2016	P1515442	60035
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10/10/2017	P1507686	60053	08/15/2016	P1512761	60089	08/01/2016	P1516916	60714
07/28/2016	P1507783	60174	11/29/2017	P1512857	60450	12/08/2016	P1516934	60051
05/18/2018	P1507931	60056	08/26/2016	P1513117	60026	08/01/2016	P1516970	60631
07/08/2016	P1507956	60089	11/22/2016	P1513176	60089	08/05/2016	P1517083	60653
08/25/2016	P1508098	60085	07/19/2016	P1513217	60201	08/01/2016	P1517238	60090
07/15/2016	P1508288	60056	07/06/2016	P1513243	60202	01/04/2017	P1517586	60091



Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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02/16/2017	P1517898	60025	08/25/2016	P1521435	60025	10/13/2016	P1524904	60047
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08/05/2016	P1518089	60062	11/18/2016	P1522016	60053	10/18/2016	P1525019	60626
08/03/2016	P1518124	60613	08/29/2016	P1522034	60025	09/22/2016	P1525186	60062
08/10/2016	P1518154	60090	09/09/2016	P1522100	60022	09/27/2016	P1525193	60035
04/12/2018	P1518212	60091	05/19/2017	P1522116	60192	10/05/2016	P1525304	60068
09/09/2016	P1518251	60089	09/13/2016	P1522183	60056	10/27/2016	P1525394	60046
05/25/2018	P1518327	60201	09/02/2016	P1522260	60004	12/20/2016	P1525455	60053
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09/22/2016	P1518518	60654	09/02/2016	P1522611	30127	09/27/2016	P1525967	60091
09/22/2016	P1518559	60035	09/09/2016	P1522692	60025	10/20/2016	P1526038	60047
08/10/2016	P1518649	60625	09/01/2016	P1522702	60025	11/02/2016	P1526053	60091
10/17/2016	P1518671	60606	09/02/2016	P1522719	60022	11/15/2016	P1526067	60010
08/29/2016	P1518753	60091	09/07/2016	P1522725	60093	08/21/2017	P1526078	60087
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01/30/2018	P1518826	60203	12/16/2016	P1522916	60058	10/03/2016	P1526175	60202
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06/21/2018	P1518948	60069	09/08/2016	P1523080	60035	09/29/2016	P1526280	60062
11/30/2017	P1519065	60047	11/18/2016	P1523100	60089	04/13/2017	P1526299	60077
10/13/2016	P1519089	60093	11/17/2016	P1523104	60048	11/03/2016	P1526301	60071
11/03/2016	P1519120	61832	11/01/2016	P1523161	60093	10/03/2016	P1526316	60016
12/29/2017	P1519160	60062	09/09/2016	P1523264	60563	01/05/2017	P1526333	60010
11/30/2017	P1519295	60026	09/13/2016	P1523268	60022	10/03/2016	P1526397	60025
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11/15/2016	P1519370	60657	09/09/2016	P1523332	60062	03/14/2017	P1526506	60102
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08/08/2016	P1520399	60645	12/07/2016	P1524141	60035	03/30/2017	P1527742	60040
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Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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02/28/2017	P1528705	60605	03/27/2018	P1531591	60026	03/23/2017	P1534799	60439
12/16/2016	P1528743	60015	02/08/2018	P1531598	60712	05/03/2018	P1534823	60062
11/18/2016	P1528839	60089	12/29/2016	P1531654	60035	06/19/2017	P1534941	60076
10/27/2016	P1529107	60018	12/09/2016	P1531661	78045	12/07/2016	P1534961	60641
10/21/2016	P1529117	60099	11/16/2016	P1531736	60026	03/14/2017	P1535085	60025
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03/03/2017	P1529246	60099	11/16/2016	P1531791	60625	12/22/2016	P1535239	60025
01/23/2018	P1529248	60659	11/10/2016	P1531795	60201	01/31/2017	P1535248	60201
10/20/2016	P1529288	60091	05/25/2018	P1531815	60091	03/23/2017	P1535288	60142
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02/28/2017	P1530074	46260	11/30/2016	P1532389	60062	12/15/2016	P1535997	60025
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04/14/2017	P1530940	60062	01/09/2017	P1534141	80220	12/20/2016	P1536670	60605
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05/10/2017	P1531089	60482	11/30/2016	P1534271	60093	12/28/2016	P1536769	60712
11/03/2016	P1531114	53121	12/01/2016	P1534318	60093	07/25/2017	P1536778	60202
11/11/2016	P1531171	60091	12/12/2016	P1534448	60201	12/21/2016	P1536787	60712

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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02/21/2017	P1536993	60626	01/26/2017	P1539847	60089	03/01/2017	P1543943	60015
03/14/2018	P1537028	60031	01/18/2017	P1539895	60044	05/10/2017	P1543998	60061
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04/19/2017	P1537371	60043	01/24/2017	P1540445	60447	03/03/2017	P1544339	60091
01/24/2017	P1537372	60083	01/26/2017	P1540463	60035	03/08/2017	P1544399	60033
12/29/2016	P1537389	60093	02/17/2017	P1540516	60015	02/28/2017	P1544458	60062
12/29/2016	P1537416	60093	06/27/2017	P1540595	60045	02/28/2017	P1544542	60025
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01/24/2017	P1537720	60025	02/09/2017	P1541020	60026	05/12/2017	P1544849	60046
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01/24/2017	P1537802	60053	02/20/2018	P1541345	53181	04/06/2017	P1545179	53139
03/17/2017	P1537855	60073	02/01/2017	P1541353	60062	04/07/2017	P1545268	60067
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02/03/2017	P1538102	60062	03/10/2017	P1541464	60050	04/27/2017	P1545381	60048
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01/06/2017	P1538235	60015	02/13/2017	P1541864	60070	06/01/2017	P1545698	60047
02/01/2017	P1538356	60044	03/12/2018	P1541990	60645	03/09/2017	P1545729	60090
01/19/2017	P1538383	60030	02/21/2017	P1542114	60062	04/11/2017	P1545836	60035
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01/19/2017	P1539606	60015	05/03/2017	P1543689	60073	03/02/2017	P16238	60022
01/19/2017	P1539681	60645	03/24/2017	P1543692	60015	08/04/2017	P16388	60090
03/17/2017	P1539770	60641	06/01/2017	P1543720	60069	08/26/2016	P1639	60093

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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03/07/2017	P16713	60035	03/10/2017	P204600	60201	05/12/2017	P227928	60015
03/29/2018	P167655	60035	02/24/2017	P206606	60645	05/30/2018	P228702	60091
06/14/2018	P16822	60045	09/16/2016	P206657	60062	08/23/2016	P228958	60203
06/08/2018	P16897	60089	07/14/2017	P20677	60041	11/27/2017	P229005	60201
06/15/2018	P1696	60004	01/10/2017	P206841	60091	10/30/2017	P229483	60043
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02/23/2017	P170712	60091	10/13/2017	P207794	60015	08/23/2016	P229512	60053
06/16/2017	P17112	60015	08/24/2017	P208072	60056	08/12/2016	P229671	60047
03/02/2018	P17113	60015	09/15/2016	P20835	60076	03/20/2017	P22994	60090
05/12/2017	P171386	60031	11/18/2016	P20881	60062	08/01/2017	P230094	60089
04/18/2017	P172279	60022	02/02/2017	P209507	60646	01/24/2017	P230142	60069
03/01/2018	P17333	60062	05/24/2018	P20951	60076	08/08/2016	P230148	60025
06/19/2018	P17402	60015	03/29/2017	P20971	60195	12/12/2017	P230402	60093
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02/17/2017	P177442	60025	03/06/2017	P21036	60646	06/29/2017	P231652	60093
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10/30/2017	P1797	60035	01/23/2017	P2131	60040	07/27/2017	P231957	60089
10/25/2016	P179993	60062	12/14/2017	P21367	60201	05/10/2017	P232111	60660
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01/25/2018	P181052	60015	12/16/2016	P21642	60714	10/26/2017	P232419	60201
05/29/2018	P181777	60630	06/23/2017	P216909	60025	02/13/2017	P23246	60015
02/16/2017	P181821	60004	05/04/2017	P219201	60201	01/23/2017	P232605	60015
07/28/2016	P183077	53147	08/17/2016	P21974	60076	10/20/2017	P232627	60089
05/25/2017	P1863	60622	09/22/2016	P21985	60202	08/17/2017	P232892	60067
05/10/2017	P18800	60069	07/21/2017	P221212	60074	04/07/2017	P232966	60062
05/11/2018	P18845	60062	12/07/2016	P22127	60091	08/17/2017	P233047	60089
02/28/2017	P18995	60614	06/14/2017	P221275	60646	05/17/2018	P233196	60035
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03/02/2017	P19165	60093	04/05/2018	P222396	60659	12/14/2017	P235445	60062
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09/01/2017	P195609	60015	04/12/2017	P223249	60035	10/31/2017	P236728	60035
03/31/2017	P196573	60015	02/23/2017	P223311	60630	07/05/2016	P236895	60625
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06/08/2018	P196954	60201	08/26/2016	P224273	60069	06/28/2018	P237326	60040
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10/13/2016	P19873	60076	12/05/2016	P225044	60035	11/03/2017	P23814	60033
11/04/2016	P19882	60657	03/30/2017	P225599	60015	01/13/2017	P238216	60062
08/04/2017	P19954	60203	05/12/2017	P22575	60093	11/29/2016	P238298	60035
02/20/2018	P20034	60069	01/31/2017	P22589	60062	10/18/2016	P23836	60004
04/05/2018	P20109	60611	08/01/2017	P225935	60056	09/14/2017	P23844	60035

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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04/17/2018	P239488	60090	10/13/2017	P254195	60025	01/17/2017	P26926	60053
11/14/2017	P239798	60015	03/14/2017	P254229	60093	11/10/2016	P27058	60093
03/17/2017	P239985	60118	12/13/2017	P254856	60076	11/03/2016	P271115	46311
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03/17/2017	P240554	60089	08/18/2017	P255180	60015	03/30/2017	P271821	60035
07/21/2016	P24090	60026	06/22/2018	P25538	60091	06/01/2017	P271875	60035
04/04/2017	P24143	60515	08/05/2016	P255397	60093	05/02/2017	P27197	60091
11/02/2017	P242127	60035	06/14/2017	P255436	60089	09/22/2016	P272311	60062
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08/05/2016	P242444	60201	11/09/2017	P25562	60060	03/30/2017	P272358	60015
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03/21/2017	P243725	60093	09/06/2017	P256230	60090	04/27/2017	P273114	60015
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09/20/2017	P244565	60062	12/28/2016	P256829	60015	10/28/2016	P273436	60062
02/12/2018	P24605	60532	11/18/2016	P256868	60026	12/14/2016	P273536	60026
11/01/2016	P246137	60010	02/26/2017	P257522	60091	09/25/2017	P273765	60067
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11/17/2017	P253300	60025	11/16/2017	P26808	60025	06/08/2018	P286430	60035

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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12/14/2017	P29257	60654	02/07/2017	P30632	60062	06/29/2018	P321363	60093
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09/22/2016	P3007	60035	01/09/2018	P312876	60025	04/13/2017	P3282	60062
05/21/2018	P30071	60053	12/15/2017	P313032	60022	02/12/2018	P328475	60015
06/01/2017	P300780	60062	08/18/2016	P313225	60091	03/02/2018	P329398	60068

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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03/07/2017	P33246	60201	12/08/2017	P343044	60025	11/03/2016	P357550	60076
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10/18/2016	P332553	60062	09/14/2016	P343399	60051	07/21/2016	P35841	60645
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12/15/2017	P34115	60062	08/04/2017	P354360	60025	02/23/2017	P371677	60622
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09/16/2016	P341922	60657	11/02/2016	P355223	60062	04/11/2017	P371717	60714



Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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03/30/2018	P374169	60031	11/22/2017	P387703	60046	08/26/2016	P4037	60099
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09/12/2017	P38606	60043	06/08/2018	P399765	60645	01/03/2017	P42129	60025
11/14/2017	P386154	60053	01/05/2018	P399849	60035	08/24/2016	P422195	60015
04/25/2018	P386162	60707	06/01/2018	P399930	60040	12/12/2017	P422396	60091



Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
02/26/2018	P4224	60035	02/15/2018	P44433	60046	05/19/2017	P461001	60090
10/10/2016	P42308	60035	02/09/2018	P444943	60062	04/06/2017	P461060	60068
06/23/2017	P4231	60035	05/08/2017	P445187	60056	03/10/2017	P461437	60025
01/05/2017	P42514	60202	07/21/2016	P4452	60035	10/05/2017	P46255	60062
01/20/2017	P42515	60015	03/15/2018	P445503	60015	09/01/2016	P462573	60045
09/06/2017	P42585	60026	06/08/2017	P445743	60025	12/22/2016	P462793	60067
01/10/2017	P42616	60201	02/14/2017	P445974	60025	06/26/2017	P463401	60031
09/09/2016	P427194	60047	10/17/2017	P446058	60068	01/30/2018	P46400	60093
02/14/2017	P427426	60076	02/09/2017	P446102	60047	09/22/2017	P464011	60714
08/31/2016	P427485	60025	02/14/2017	P446238	60201	05/19/2017	P46420	60202
07/29/2016	P427549	60093	06/01/2017	P44635	60090	09/13/2017	P464245	60201
02/08/2018	P42777	60062	09/20/2016	P44663	60062	03/10/2017	P46465	60035
03/01/2018	P429062	60091	04/10/2018	P446728	60074	09/14/2016	P46479	60025
12/14/2017	P42947	60069	09/28/2017	P447321	60077	09/09/2016	P464803	60061
06/15/2017	P429580	60040	02/20/2018	P448627	60631	03/21/2017	P46535	60025
07/31/2017	P430267	60649	11/10/2016	P4490	60015	01/30/2018	P465995	60630
08/01/2017	P430615	60091	11/16/2017	P449005	60035	04/04/2018	P466795	60085
08/04/2017	P430678	60015	07/28/2017	P449053	60025	07/07/2017	P46758	60093
05/26/2017	P430710	60090	01/19/2018	P449186	60045	05/10/2018	P46870	60056
05/24/2018	P430900	60015	02/07/2018	P449204	60004	03/16/2017	P468754	60025
08/31/2017	P431707	60025	11/09/2017	P449772	60018	09/23/2016	P468783	60015
08/26/2016	P43299	60077	10/27/2016	P449950	60025	10/25/2016	P469031	60047
11/03/2016	P433830	60048	11/21/2016	P45118	60025	08/11/2017	P469133	60030
06/14/2017	P434143	60025	01/26/2018	P451350	60048	08/10/2017	P469848	60015
05/05/2017	P43427	60025	05/01/2018	P451493	60093	05/17/2017	P46993	60091
12/15/2016	P434485	60015	01/17/2017	P451689	60015	02/27/2017	P470124	60046
08/24/2017	P434719	60016	08/08/2016	P451758	60035	06/14/2017	P470715	60083
06/26/2017	P434896	60090	03/17/2017	P451822	60043	03/15/2017	P470755	60631
07/06/2016	P435437	60654	05/11/2017	P45202	60025	06/08/2017	P47118	60070
10/31/2017	P43557	60029	10/20/2016	P452769	60089	05/01/2018	P47236	60026
03/23/2017	P435653	60714	10/19/2017	P452788	60091	01/17/2017	P47265	60631
07/14/2016	P436011	60631	09/06/2016	P45309	60090	05/31/2018	P473142	60047
10/07/2016	P436297	60015	05/19/2017	P453155	60659	12/05/2017	P473636	60093
06/19/2017	P436613	60025	09/20/2016	P453875	60074	07/24/2017	P47377	60062
12/27/2016	P43739	60614	02/23/2018	P454	60035	10/18/2016	P473992	60201
06/12/2018	P437482	60035	02/13/2017	P45406	60026	06/28/2017	P47402	60026
03/07/2018	P43762	60068	03/01/2017	P454419	60040	06/14/2017	P47430	34224
08/11/2016	P438573	60015	10/05/2016	P454422	60025	04/19/2018	P474314	60004
05/24/2018	P438598	60091	08/29/2017	P455052	60618	10/18/2016	P474720	60090
01/30/2017	P438871	60061	10/10/2016	P455124	60069	03/29/2017	P47481	60062
12/30/2016	P438913	60091	10/06/2016	P45542	60062	10/03/2017	P474860	60070
10/06/2017	P438914	60070	02/22/2018	P455481	60035	11/30/2016	P47527	60025
10/28/2016	P439256	60068	03/13/2018	P45562	60062	06/15/2018	P47584	60091
04/18/2017	P439420	60016	03/31/2017	P455712	60008	07/12/2017	P475994	60026
12/19/2017	P439979	33921	10/17/2017	P45608	60091	11/03/2017	P476415	60089
07/08/2016	P44008	60053	07/05/2016	P456175	60062	07/17/2017	P47643	60025
06/01/2018	P440244	60015	11/02/2017	P45750	60062	04/26/2018	P476537	60611
07/08/2016	P440552	60069	04/28/2017	P458096	60015	08/16/2016	P476768	60026
03/14/2018	P440598	60015	03/16/2017	P460244	60025	05/25/2018	P477041	60025
08/25/2017	P44212	60076	07/05/2017	P460344	60022	07/19/2016	P47719	60089
06/15/2017	P442327	60015	05/31/2018	P460395	33179	12/08/2016	P477193	60103
02/15/2018	P443093	60015	11/03/2016	P460823	60712	05/31/2017	P478305	60070
03/30/2018	P443579	60025	12/06/2016	P460856	60062	11/30/2017	P478494	60201
10/07/2016	P444207	60035	01/05/2017	P460884	60030	11/16/2016	P47854	60062

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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09/27/2017	P47939	60093	05/23/2017	P50006	60070	01/10/2017	P520340	60048
05/23/2018	P4797	60015	08/25/2016	P500441	60056	01/16/2017	P520449	60093
03/09/2017	P480133	60016	05/16/2017	P500448	60089	05/23/2018	P520465	60614
03/20/2018	P48015	85264	05/11/2017	P501048	60089	01/27/2017	P520638	60026
12/21/2017	P480232	60062	06/29/2017	P501176	60069	04/24/2018	P52064	60025
05/15/2018	P480524	60035	11/14/2016	P501183	60035	11/11/2016	P520644	60015
07/12/2016	P482364	60631	03/08/2017	P50125	60025	02/24/2017	P520671	60045
10/11/2016	P483076	60091	05/25/2017	P50219	60062	01/09/2018	P520898	60641
02/21/2017	P484239	60062	02/15/2018	P503381	60076	10/31/2016	P5212	60035
02/02/2017	P48451	60076	08/26/2016	P503416	60056	03/03/2017	P522085	60062
10/13/2017	P484518	60015	08/25/2017	P503469	60090	09/21/2016	P522227	60202
10/25/2016	P485986	60062	10/03/2017	P50381	60076	12/15/2017	P52223	60035
06/08/2018	P48636	60091	12/08/2016	P50396	60062	03/16/2017	P522231	60091
11/14/2017	P487029	60016	08/24/2017	P50421	60015	06/22/2017	P522255	60025
09/21/2016	P48762	60025	08/22/2017	P504577	60025	08/22/2017	P522461	60201
11/29/2016	P48773	60657	10/21/2016	P504911	60015	10/07/2016	P522647	60091
12/20/2016	P487839	60015	03/09/2017	P505075	60045	07/12/2017	P522793	60640
10/10/2017	P488141	60068	10/18/2017	P505212	60035	09/09/2016	P523060	60091
12/21/2016	P488819	60015	11/01/2017	P505461	60714	08/02/2016	P523179	60004
08/11/2017	P488900	60004	08/01/2016	P505678	60030	11/22/2016	P523185	60093
10/18/2016	P489391	60062	04/20/2018	P505765	60048	06/11/2018	P52344	60015
08/28/2017	P48953	60062	12/09/2016	P50592	60070	01/27/2017	P52381	60035
11/15/2017	P489984	60047	10/21/2016	P50675	60015	08/08/2017	P52409	60025
10/28/2016	P490161	60062	12/06/2017	P50697	60062	01/31/2017	P524191	60026
03/27/2017	P490892	60631	01/19/2018	P50782	60025	08/18/2017	P524405	60091
04/04/2018	P490897	60091	04/27/2017	P508060	60035	04/17/2018	P524512	60053
05/11/2018	P491167	60026	04/18/2017	P509141	60613	11/15/2016	P525008	60056
06/19/2017	P491848	60201	09/01/2017	P509871	60025	03/24/2017	P525053	60091
12/06/2016	P492815	60093	05/23/2018	P510277	60201	06/13/2017	P525117	60089
10/06/2016	P492827	60089	05/19/2017	P510281	60062	02/09/2017	P525123	60089
11/10/2016	P492856	60047	01/19/2017	P510778	60026	07/26/2017	P52534	60062
02/21/2018	P493296	60090	07/11/2016	P51081	60025	04/06/2018	P525560	60022
07/28/2016	P49351	60035	10/09/2017	P510829	60077	05/09/2018	P525658	60091
07/06/2016	P494316	60077	02/28/2017	P512312	60070	03/16/2017	P525930	60056
09/30/2016	P4946	60062	08/01/2017	P512597	60025	02/24/2017	P5262	60015
08/15/2017	P494909	60062	03/16/2018	P51262	60031	02/01/2017	P526380	60093
02/20/2018	P4954	60062	06/07/2017	P512695	60062	09/20/2016	P52653	60645
02/08/2017	P495481	60025	07/08/2016	P51278	60035	01/19/2018	P52678	60056
03/31/2017	P495590	60025	05/11/2017	P51379	60026	01/26/2017	P526856	60108
10/07/2016	P495735	60035	01/11/2017	P514098	60076	01/20/2017	P527295	60022
11/02/2017	P496	60062	03/16/2017	P514458	60040	02/17/2017	P527388	60201
01/30/2018	P496183	60015	05/10/2018	P514627	60062	04/26/2018	P527819	60010
10/05/2016	P496507	60047	05/10/2017	P51490	60091	01/17/2017	P528014	60062
12/05/2017	P49695	60201	10/18/2017	P514992	60015	08/24/2016	P528082	60093
03/29/2018	P49741	60091	01/27/2017	P515435	60068	01/26/2018	P528106	60093
11/29/2016	P49753	60062	10/13/2016	P515624	60188	05/07/2018	P528172	60631
07/20/2016	P49756	60093	09/06/2016	P516521	60025	10/03/2016	P528202	60062
11/01/2017	P498404	60047	06/20/2017	P517532	60089	11/15/2016	P528274	60015
01/15/2017	P49854	60056	10/19/2017	P517969	60035	11/13/2017	P528476	60093
12/15/2016	P49863	60077	05/26/2017	P518444	60062	06/20/2017	P528495	60201
05/31/2017	P498804	60099	07/20/2016	P518786	60201	01/16/2018	P528620	60660
12/16/2016	P49900	60201	08/17/2017	P519175	60069	04/11/2017	P528622	60201
01/13/2018	P49958	60060	01/04/2018	P519771	60015	12/12/2017	P528639	60004

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16-6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
01/26/2017	P52866	60062	11/08/2016	P536931	60714	04/11/2018	P545526	60025
09/07/2017	P528694	60201	10/19/2016	P537136	60091	09/26/2017	P545619	60035
04/06/2017	P528698	60083	09/28/2016	P537246	60062	07/25/2016	P545876	60025
04/17/2018	P528739	60202	06/29/2017	P537305	60026	05/16/2017	P5460	60069
01/11/2018	P528773	53548	04/04/2018	P537543	60062	04/05/2017	P546001	60062
10/05/2016	P529080	60061	07/13/2017	P53760	60201	07/21/2017	P546522	60201
07/25/2016	P529134	60062	05/12/2017	P537748	60625	12/09/2016	P54659	60040
02/28/2018	P529183	60046	07/15/2016	P53791	60062	05/31/2018	P546631	60062
12/20/2016	P529343	60093	09/08/2017	P538493	60062	05/30/2017	P546707	60062
11/10/2016	P5295	60040	02/09/2018	P53870	60025	09/01/2016	P546770	60091
09/30/2016	P530244	60062	02/08/2017	P538870	60077	03/10/2017	P5468	60045
09/05/2017	P53028	60026	01/25/2017	P538912	60077	12/14/2016	P547351	60712
08/25/2017	P530365	60091	09/06/2017	P539045	60025	10/04/2016	P547756	60025
09/15/2016	P530509	60025	12/27/2016	P539343	60004	07/14/2016	P547854	60093
12/07/2016	P530521	60659	07/07/2017	P539426	60201	12/16/2016	P54794	60025
12/14/2017	P530969	60043	11/15/2016	P539635	60093	03/10/2017	P548091	60062
01/18/2018	P531193	60202	09/26/2017	P539657	60201	02/01/2017	P548135	60035
04/09/2018	P531242	60087	12/07/2016	P539807	60025	05/30/2017	P54829	60045
06/20/2017	P531372	60091	02/20/2017	P540074	60625	02/07/2018	P548343	60062
12/27/2016	P531500	60077	09/14/2016	P540138	60091	02/19/2018	P548866	60018
12/08/2017	P531919	60076	11/03/2016	P540184	60043	06/27/2017	P549288	60091
12/05/2017	P53204	60015	12/08/2017	P540451	60004	08/09/2017	P549427	60067
11/11/2016	P532045	60035	08/10/2017	P54083	60062	03/02/2018	P549490	60062
12/27/2016	P532102	60091	12/14/2017	P540967	60646	11/14/2017	P549761	60026
10/26/2017	P532349	60035	04/05/2017	P5410	60004	01/10/2017	P550200	60062
10/25/2017	P532514	60062	10/20/2016	P541091	60093	11/09/2017	P550442	60070
06/09/2017	P53252	60026	08/31/2016	P541126	60004	06/19/2018	P550443	60203
03/26/2018	P533225	60062	07/25/2017	P541243	60015	11/17/2016	P550514	60062
12/29/2016	P53326	60015	05/18/2018	P541260	60004	05/05/2017	P550549	60062
07/14/2017	P533647	60076	01/09/2018	P54142	60077	10/07/2016	P550689	60051
11/01/2017	P533674	60203	08/23/2016	P541764	60022	01/19/2018	P550846	60201
12/08/2017	P53390	60090	08/04/2016	P542044	60053	12/09/2016	P550952	60045
09/20/2016	P534115	60201	06/20/2018	P54231	60093	10/25/2016	P551637	60201
02/08/2017	P534149	60076	07/28/2016	P542338	60026	11/17/2016	P551704	60089
10/11/2016	P534327	60048	12/09/2016	P542443	60035	12/22/2016	P551860	60076
11/08/2016	P53435	60045	08/01/2016	P54254	60060	06/06/2018	P551912	60062
01/12/2017	P534420	60015	12/13/2016	P54257	60203	06/05/2018	P55208	60202
08/25/2017	P534487	60091	06/22/2018	P542789	60022	04/28/2017	P552093	60202
03/05/2018	P534519	60047	08/19/2016	P54296	60062	01/03/2017	P552185	60062
10/12/2016	P53518	60025	04/19/2018	P543210	60202	01/19/2017	P552248	60053
02/10/2017	P535188	60090	08/23/2016	P543406	60004	08/15/2017	P552808	53125
11/15/2016	P535210	60025	12/29/2016	P54376	60062	08/29/2017	P553197	46360
01/23/2018	P535418	60062	05/24/2018	P544134	60062	06/29/2018	P553960	60069
07/11/2016	P535524	60093	05/31/2018	P544303	60046	08/09/2016	P554396	60091
01/19/2018	P535574	60202	01/03/2017	P544308	60018	08/31/2017	P554750	60045
03/13/2018	P53568	60025	08/17/2017	P544526	60025	12/09/2016	P554823	60022
02/01/2017	P535711	60201	11/16/2017	P544715	60070	09/07/2016	P55497	60026
03/31/2017	P535950	60091	01/16/2018	P544725	60093	03/01/2017	P554990	60203
07/18/2017	P536078	60043	10/05/2017	P54477	60025	08/15/2017	P555032	60035
11/04/2016	P536115	60025	02/27/2017	P544818	60062	12/22/2016	P555038	60093
06/11/2018	P536121	60201	09/22/2016	P544934	85255	10/04/2017	P555110	60622
05/02/2017	P536527	60048	06/23/2017	P544986	60062	07/07/2017	P555217	60091
12/22/2016	P536720	60646	07/15/2016	P545213	60091	10/06/2017	P55539	60089
07/29/2016	P536750	60201	06/15/2017	P545514	60048	06/22/2017	P555460	60022

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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04/23/2018	P55602	60015	07/27/2017	P565037	60654	09/01/2016	P571765	60025
06/15/2017	P556155	60022	01/12/2018	P565093	60043	09/14/2016	P571778	60091
08/19/2016	P556290	60201	01/17/2017	P565399	60090	09/06/2017	P571848	60022
02/16/2017	P556335	60025	07/19/2016	P565608	60093	09/14/2017	P571852	60093
10/12/2017	P556347	60025	05/11/2018	P565900	60091	03/26/2018	P571924	60641
01/05/2017	P556392	60093	03/06/2017	P56593	60022	04/12/2018	P572280	60045
12/06/2016	P556521	60202	07/22/2016	P565969	60202	05/17/2018	P572380	60647
09/01/2016	P5567	60035	03/02/2018	P566209	60202	01/16/2017	P572758	60645
04/12/2018	P556774	60201	03/31/2017	P566290	60091	05/05/2017	P572950	60201
05/29/2018	P557149	60016	12/08/2016	P566292	60093	09/29/2016	P573000	60035
03/09/2017	P557395	60626	04/19/2018	P56647	60045	06/06/2017	P573161	60093
06/22/2018	P55747	60201	02/23/2018	P566611	60093	03/02/2017	P573227	60015
10/06/2017	P557619	60091	07/14/2016	P566613	60025	10/24/2017	P573542	60091
08/31/2017	P557676	60070	11/04/2016	P566651	60093	05/14/2018	P573591	60056
02/22/2017	P558046	60091	12/13/2016	P56731	60091	07/18/2016	P573734	60091
10/06/2017	P558205	60089	02/24/2017	P56736	60091	05/24/2018	P573807	60045
01/06/2017	P558223	60119	01/17/2017	P567493	60062	01/19/2018	P573860	60069
11/17/2016	P558265	60025	11/03/2016	P567574	60714	12/29/2016	P573890	60056
05/26/2017	P558433	60070	10/25/2016	P567665	60062	06/06/2017	P573926	60091
04/05/2018	P558678	60025	11/22/2016	P567686	60202	09/20/2016	P574025	60048
03/23/2018	P558768	60025	04/20/2018	P567891	60015	07/06/2016	P574222	60091
09/29/2016	P55909	60201	11/09/2017	P567899	60201	01/31/2017	P574349	60202
03/29/2017	P559226	60062	04/12/2017	P56807	60076	12/05/2016	P574620	60025
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05/11/2018	P564932	60201	11/02/2016	P571654	60613	08/10/2017	P579646	60002

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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11/29/2017	P587018	60091	12/07/2016	P601180	60077	02/21/2017	P616345	60004
09/08/2016	P587196	60040	01/09/2018	P601332	60093	08/09/2016	P616637	60015

Illinois Bone and Joint Institute.  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
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05/26/2017	P701505	60088	06/01/2018	P719864	60045	12/15/2016	P735232	60061
06/26/2018	P701576	60026	03/24/2017	P720	60077	08/17/2016	P735639	60093
10/27/2017	P701987	60062	12/22/2017	P720247	60091	05/31/2018	P736300	60048



Illinois Bone and Joint Institute.  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
03/09/2017	P736383	60015	05/16/2018	P751625	60090	10/19/2017	P764594	60630
05/10/2017	P736666	60515	12/16/2016	P751754	60201	05/01/2018	P76486	60025
11/08/2017	P736752	60659	12/07/2016	P751784	60622	09/01/2017	P76539	60062
02/23/2018	P736754	60067	12/20/2016	P751822	60047	11/21/2017	P76607	60053
10/07/2016	P737425	60062	08/30/2017	P751882	60062	10/28/2016	P76625	53125
03/23/2018	P737583	60035	12/08/2017	P751976	60002	06/15/2017	P76736	60062
11/01/2016	P737697	60659	06/24/2018	P752141	60035	07/13/2016	P767777	60062
06/22/2017	P737951	60025	07/06/2017	P752665	60026	10/26/2017	P76968	60035
02/01/2017	P738337	60015	11/03/2016	P752684	60073	09/13/2017	P77165	60661
10/31/2016	P738412	60201	06/08/2017	P752723	60026	12/27/2017	P77295	60645
07/06/2017	P738739	60062	12/01/2016	P753219	60035	06/08/2017	P77511	60062
02/20/2017	P738944	60025	05/09/2018	P753397	60048	01/31/2018	P77587	60025
04/10/2018	P739378	60070	09/16/2016	P753441	60035	12/13/2016	P77769	60035
10/05/2017	P739846	60074	08/25/2017	P753869	60201	06/30/2017	P77922	60194
02/09/2017	P740097	60025	09/08/2016	P753986	60062	09/01/2016	P78094	60076
06/21/2018	P740212	60091	11/22/2017	P753993	60091	02/16/2017	P78303	60035
01/30/2018	P740321	60076	03/02/2017	P754146	60060	07/14/2017	P78384	60201
08/25/2016	P741254	60091	12/12/2017	P755083	60030	04/17/2018	P78527	60025
09/15/2016	P741490	60076	01/05/2017	P755208	60614	09/08/2017	P78566	60062
10/27/2017	P741736	60025	02/08/2017	P755434	60040	07/25/2016	P78604	60202
09/23/2016	P742146	60069	08/18/2017	P755700	60047	08/10/2017	P787310	60044
12/05/2016	P742196	60201	06/12/2018	P755765	60035	08/25/2016	P787523	60040
09/13/2016	P742495	60062	11/30/2016	P756362	60201	12/06/2017	P787539	60026
01/06/2017	P742602	60062	03/01/2017	P756579	60062	06/26/2018	P787594	60030
05/19/2017	P742728	60035	06/30/2017	P757260	60201	03/15/2018	P787732	53125
11/18/2016	P743237	60035	11/29/2017	P757295	60192	11/07/2017	P787748	60641
12/13/2016	P743438	60091	01/11/2018	P757874	60043	09/07/2016	P78803	60025
11/07/2017	P743715	60047	05/16/2017	P758134	60707	03/15/2017	P788091	60618
06/13/2017	P744497	60016	02/01/2018	P758212	60015	03/01/2017	P788209	60062
10/28/2016	P744508	60026	05/18/2018	P758335	60076	10/03/2017	P78832	60065
08/03/2016	P745806	60060	09/22/2017	P758364	60062	03/29/2017	P788471	60067
03/13/2017	P745824	60093	10/04/2017	P758849	60015	10/24/2017	P788571	60045
08/10/2017	P745960	60041	02/20/2018	P759473	60002	06/05/2017	P78867	60061
06/09/2017	P746277	60016	09/15/2017	P760208	60053	11/04/2016	P7888	60035
10/26/2017	P746353	60047	08/11/2016	P760314	60714	07/13/2016	P790068	60015
02/02/2018	P746832	60002	01/25/2018	P76051	60035	04/25/2017	P790148	60045
01/17/2018	P747350	60056	03/02/2018	P76054	60062	09/23/2016	P790414	60045
08/28/2017	P747352	60202	07/14/2016	P760802	60045	10/07/2016	P7910	60015
02/01/2018	P747638	60645	12/14/2017	P760870	60068	10/05/2016	P791223	60041
12/07/2016	P747993	60050	03/01/2018	P76096	60048	06/16/2017	P791493	60045
08/12/2016	P748003	60062	09/14/2017	P76098	60035	03/19/2018	P791789	60040
05/10/2018	P748178	60614	10/30/2017	P761056	60585	03/30/2017	P791810	60002
08/02/2016	P748566	60622	10/11/2017	P761163	60076	08/02/2016	P79270	60076
04/19/2017	P749067	60093	07/14/2017	P76124	60085	11/17/2016	P793094	60062
04/25/2017	P749742	60069	11/02/2016	P762042	60035	08/11/2016	P793688	60035
07/21/2017	P750183	60015	01/24/2017	P762375	60634	04/24/2018	P794750	60177
12/21/2016	P750481	60035	06/14/2017	P762569	60015	08/15/2016	P795067	60044
03/09/2018	P750521	53070	01/13/2017	P76276	60031	02/05/2018	P79517	60035
06/29/2017	P750584	60002	10/03/2017	P76290	60091	05/31/2018	P795176	60093
07/07/2016	P750707	60093	09/01/2016	P76302	60712	11/09/2016	P795830	60035
10/31/2017	P751162	60004	05/02/2018	P763513	60062	02/22/2018	P79885	60093
02/07/2018	P751281	60056	03/02/2017	P76389	60202	03/14/2018	P8014	60045
09/16/2016	P751350	60202	07/13/2016	P763999	60062	09/30/2016	P8021	60035
12/21/2017	P751402	60646	04/07/2017	P764142	60026	11/10/2016	P80234	60201



Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip	D.O.S.	Patient MRN	Patient Zip
02/10/2017	P80377	60015	09/30/2016	P84628	60061	01/13/2017	P8871	60015
05/11/2018	P80523	60630	11/21/2017	P84707	60025	06/30/2017	P887204	60025
08/31/2016	P807285	60015	02/09/2017	P84868	60645	06/22/2017	P887921	53105
03/17/2017	P80757	60077	08/23/2016	P85057	60025	06/14/2018	P888216	60062
08/10/2016	P808669	60035	07/25/2016	P8506	60089	01/30/2018	P888374	60035
11/30/2016	P809397	60043	08/25/2016	P85298	60089	09/06/2016	P888832	60202
03/20/2018	P810356	60089	12/30/2016	P860021	60062	07/21/2017	P889674	60015
07/26/2016	P810600	49065	04/19/2017	P860680	60068	04/24/2018	P889837	60025
02/20/2017	P810918	60091	01/16/2018	P860884	60087	12/12/2017	P890399	53104
11/22/2016	P811174	60201	07/18/2016	P860959	60201	03/16/2017	P890632	60047
08/04/2017	P8112	60089	03/17/2017	P861509	60035	05/24/2018	P891034	60089
08/18/2017	P811276	60015	12/30/2016	P8616	60089	01/26/2017	P892196	60201
05/15/2018	P812005	60015	11/17/2017	P861844	60089	04/27/2018	P892317	60171
03/22/2017	P813496	60035	09/21/2017	P862204	60090	12/05/2017	P892422	60067
11/09/2017	P813792	60069	12/21/2017	P862552	60089	05/30/2018	P892519	60068
06/16/2017	P814117	60068	05/09/2017	P862644	60022	02/20/2018	P892676	60062
06/27/2018	P815200	60030	02/14/2017	P863933	60093	02/22/2017	P892801	60089
04/03/2018	P815249	60203	02/22/2017	P863974	60048	03/03/2017	P893526	60015
10/25/2016	P815728	60630	01/12/2017	P864121	60093	08/15/2017	P894171	60169
11/22/2016	P816167	60004	01/19/2017	P864152	60048	01/12/2017	P894775	60035
11/13/2017	P816195	60062	12/13/2016	P864185	60091	01/12/2018	P895995	60610
02/10/2017	P816373	60010	05/18/2017	P864536	60026	08/18/2016	P897030	60031
11/21/2017	P816586	60053	11/17/2017	P86464	60611	09/20/2017	P897145	60062
12/07/2016	P816747	60047	09/27/2017	P866029	60008	07/11/2017	P897307	60035
08/09/2016	P817122	60091	05/12/2017	P866649	60022	12/02/2016	P897460	60044
08/28/2017	P817403	53181	11/04/2016	P866824	60201	02/01/2018	P897674	60014
06/13/2018	P817646	60091	01/09/2017	P867107	60202	02/07/2018	P898907	60004
08/11/2016	P81777	60035	12/01/2017	P867786	60025	01/22/2018	P899007	60090
02/06/2018	P817938	60062	05/11/2017	P867813	60056	04/07/2017	P899185	60035
12/29/2016	P818086	60018	08/23/2016	P867887	60022	10/28/2016	P900045	60201
10/19/2017	P818640	60025	01/19/2017	P868062	60004	09/26/2017	P900188	60056
11/14/2016	P8194	60035	05/07/2018	P868858	60031	06/19/2017	P90048	60091
01/11/2017	P82010	60025	11/18/2016	P86926	60030	02/16/2018	P9007	60035
02/22/2018	P821845	60056	03/23/2018	P870257	60025	05/12/2017	P900712	60062
01/31/2018	P822042	60015	07/10/2017	P870344	60025	01/02/2018	P901015	60077
12/15/2016	P82335	60062	05/25/2018	P870637	60089	02/12/2018	P901922	60062
01/18/2017	P823441	60067	04/17/2018	P871320	60062	01/25/2017	P902507	60659
10/14/2016	P823856	60089	01/19/2017	P871438	60022	05/11/2017	P902779	60640
12/07/2016	P82437	60201	07/11/2016	P871566	60062	11/03/2017	P903744	60091
05/01/2018	P826169	60005	03/16/2017	P872422	60091	06/27/2018	P904785	60062
03/15/2018	P826629	60026	10/19/2017	P872704	60015	02/14/2017	P904804	60093
02/07/2017	P82840	60062	06/13/2017	P873136	60035	07/07/2017	P905586	60048
10/27/2016	P829008	60010	03/09/2017	P873196	60714	12/21/2016	P905908	60045
11/03/2017	P830033	60046	05/11/2017	P87389	60060	06/07/2017	P906197	60025
06/23/2017	P83125	60069	12/19/2016	P874449	60035	08/08/2017	P906404	60013
02/03/2017	P83295	60035	09/14/2017	P874707	60044	07/05/2016	P906552	60154
08/12/2016	P833842	60074	05/31/2018	P876332	60083	09/09/2016	P906637	60035
02/15/2017	P83429	60077	08/15/2016	P881939	60099	07/26/2016	P906815	60586
07/28/2016	P835421	60004	06/14/2018	P88196	60062	07/17/2017	P907124	60015
07/28/2016	P83664	60514	06/19/2017	P883045	60035	01/19/2017	P907224	60035
08/05/2016	P83713	60016	05/17/2018	P883573	60035	08/10/2016	P907562	60025
07/12/2017	P84083	60645	06/15/2017	P885	60035	07/13/2017	P907606	60004
08/23/2016	P8431	60035	06/01/2018	P885156	60002	05/04/2018	P908070	60025
12/02/2016	P8440	60035	11/17/2017	P8858	60025	12/19/2017	P909693	60090

Illinois Bone and Joint Institute  
Patients Identified by Medical Record Number  
7/1/16 - 6/30/18

D.O.S.	Patient MRN	Patient Zip
06/22/2017	P9135	60035
09/23/2016	P9192	60062
08/10/2017	P92094	60091
12/09/2016	P9307	60035
07/31/2017	P9316	60062
02/16/2017	P9333	60035
05/18/2018	P9380	60035
03/27/2018	P9439	60040
07/29/2016	P9467	60022
06/05/2017	P9501	60089
08/19/2016	P95217	60005
08/04/2016	P95663	60093
04/11/2017	P96081	60093
10/19/2017	P96893	60043
04/18/2018	P9713	60069
06/27/2017	P9722	60035
12/05/2017	P97909	60076
01/12/2017	P99204	60614
12/06/2016	P9937	60015
05/03/2017	P9939	60035
12/28/2016	P99407	60062
03/08/2018	P99433	60015
04/03/2018	P99461	60035

Source:  
Illinois Bone and Joint Institute

## AMBULATORY SURGICAL TREATMENT CENTER QUESTIONNAIRE FOR 2017

This is a formal request by IDPH for full, complete and accurate information as stated herein. This request is made under the authority of the Health Facilities Planning Act [20 ILCS 3960/]. Failure to respond may result in sanctions including the following:

***"A person subject to this Act who fails to provide information requested by the State Board or State Agency within 30 days of a formal, written request shall be fined an amount not to exceed \$1,000 for each 30-day period, or fraction thereof, that the information is not received by the State Board or State Agency." [20 ILCS 3960/14.1(b)(6)]***

This questionnaire is divided into 2 sections:

### Section I

Collects information on your facility and facility utilization.

This part must be reported for CALENDAR YEAR 2017.

### Section II

Collects Financial and Capital Expenditure information for your facility.

This part must be reported for the MOST RECENT FISCAL YEAR AVAILABLE.

Certification Statement on page 19 must be completed before the survey data can be submitted.

**This survey must be completed and submitted by March 16, 2018.**

**No exceptions or extensions will be allowed.**

Facilities failing to submit this questionnaire within the required time frame will be reported to the Illinois Health Facilities and Services Review Board for its consideration of the imposition of sanctions mandated by the Act.

If you have problems or questions concerning the survey, please contact this office via e-mail to [DPH.FacilitySurvey@illinois.gov](mailto:DPH.FacilitySurvey@illinois.gov), or by telephone at 217-782-3516.

Please enter the following information on for your facility:

<b>ASTC License</b>	ILRW23G
<b>ASTC Name</b>	Ravine Way Surgery Center, LLC
<b>ASTC Address</b>	2350 Ravine Way, Suite 500
<b>ASTC City</b>	Glenview IL Zip Code 60025

<b>Federal Employer Identification Number (FEIN)</b>	20-124527
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### **Instructions for Completing and Submitting this Questionnaire**

**Fill in the questionnaire information.**

**Download and complete Patient Origin spreadsheet (optional).**

**Save completed questionnaire (and spreadsheet, if used) to your computer for your records and future reference, if follow-up is required.**

**Send Email, with completed file(s) attached, to [DPH.FacilitySurvey@illinois.gov](mailto:DPH.FacilitySurvey@illinois.gov). Please put "ASTC Questionnaire" in the subject line.**

**If you have any questions, please call 217/782-3516, or send email to [DPH.FacilitySurvey@illinois.gov](mailto:DPH.FacilitySurvey@illinois.gov)**

**Thank you**

## Section I - Facility Data

## 1. FACILITY OWNERSHIP INFORMATION

A. Indicate the type of ownership for your ASTC (Choose only one):

## FOR PROFIT

- ☐ Sole Proprietorship  
☐ Corporation (\*RA)  
☐ Partnership (registered with county)  
☐ Limited Partnership (\*RA)  
☐ Limited Liability Partnership (\*RA)  
☒ Limited Liability Company (\*RA)  
☐ Other For Profit (specify below)

## NOT FOR PROFIT

- ☐ Church Related  
☐ State  
☐ County  
☐ City  
☐ Township  
☐ Other Not for Profit (Specify below)

Other Ownership Type

\*RA - Registered Agent Required

B. If your facility ownership requires a Registered Agent with the Illinois Secretary of State (marked \*RA above), indicate the name, address and telephone number of this person or company (must be an Illinois resident or company).

Name of Registered Agent:

CT Corporation System

Address:

208 South LaSalle Street, Suite 814

City, State and Zip Code (plus Four):

Chicago, IL 60604

Telephone Number:

(800) 925-7562

C. Provide the name and relational interest of all organizations or entities that are legally, financially or otherwise related to the licensee (e.g., parent, subsidiary, affiliate, management agreement, etc.)

	Name	Relationship	Type of Interest
1	NorthShore University Health Systems	Owner	
2	Ravine Way Partners, LLC	Owner	
3	Regent Surgical Health, LLC	Management Consultant	Contract
4			
5			

D. Indicate the name, address and telephone number of the legal owners/operators of the facility.

If you have more than 25 owners to report, please enter the information into an Excel spreadsheet using the format below and email with completed questionnaire to [DPH.FacilitySurvey@illinois.gov](mailto:DPH.FacilitySurvey@illinois.gov).

	Owner Name	Address	City, State Zip Code-Plus 4	Telephone Number (xxx) xxx-xxxx.xxxx
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

**2. PROPERTY OWNERSHIP INFORMATION**

If the facility property is not owned by the facility legal owner/operator, indicate the name, address (including Zip Code plus Four) and telephone number of the property owner:

	Property Owner	Address	City, State Zip Code-plus 4	Telephone (xxx) xxx-xxxx,xxxx
1	MB Real Estate	181 West Madison, Suite 4700	Chicago, IL 60602	(312) 487-5961

**3. CONTRACTUAL MANAGEMENT**

If management of this facility is performed by independent contractor(s), not by an employee of the facility, list the individual name(s) and address(es) of each independent contractor. If management is NOT done by independent contractor(s), indicate by checking the box provided.

**No Contractual Management**

	Contractor Name	Full Address
1		
2		
3		
4		
5		

**4. FACILITY STAFFING**

A. Indicate the number of hours in a work week for a full-time employee of your facility:

**B. Staffing Patterns**

Please indicate the number of Full-Time Equivalent employees (FTEs), paid directly by the facility, working at your facility during the first pay period of December, 2017.

The figure for TOTAL FACILITY PERSONNEL in green is automatically generated.

Personnel	Full-Time Equivalents
Administrators	1.00
Physicians	0.00
Nurse Anesthetists	0.00
Director of Nursing	1.00
Registered Nurses	10.00
Certified Aides	0.00
Other Health Professionals	6.00
Other Non-Health Professionals	6.00

TOTAL FACILITY PERSONNEL

24.00

## INFORMATION CONCERNING PATIENTS SERVED - CALENDAR YEAR 2017

## 5. Patients by Age Groups

Please indicate the number of patients during the calendar year 2017 by age and sex. If the patient was seen more than once, he/she should be counted for each new incident. Figures in green on the TOTAL line are automatically generated and must match the corresponding figures in Question 6.

	Male	Female	
0-14 Years	3	8	
15-44 Years	287	252	
45-64 Years	454	632	
65-74 Years	176	309	
75+ Years	83	121	
<b>TOTALS</b>	<b>1,003</b>	<b>1,322</b>	<b>TOTAL PATIENTS SERVED 2,325</b>

## 6. Source of Payment

Please indicate the numbers of patients your ASTC saw during calendar year 2017, by sex and PRIMARY PAYMENT SOURCE.

Figures in green on the TOTAL line are automatically generated and must match the corresponding figures in Question 5 above.

	Male	Female	
Medicaid	0	0	
Medicare	181	336	
Other Public*	56	39	
Private Insurance	760	943	
Private Payment	6	4	
Charity Care*	0	0	
<b>TOTALS</b>	<b>1,003</b>	<b>1,322</b>	<b>TOTAL PATIENTS SERVED 2,325</b>

\*Other Public payment includes individuals whose primary payment source is Veterans Administration, County Boards, Community Aid Agencies, grants, CHAMPUS, CHAMP-VA, and other government-sponsored programs, excluding Medicare and Medicaid.

"Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer. [20 ILCS 3960, Section 3] Charity care does not include bad debt or the unreimbursed cost of Medicare, Medicaid, and other federal, State, or local indigent health care programs, eligibility for which is based on financial need.

## 7. Patients by Place of Origin - Calendar Year 2017

**Preferred Reporting Method:**

For your ease of reporting, we have supplied a Microsoft Excel worksheet for the entry of Patient Origin Data:

1. [CLICK HERE to ACCESS THE WORKSHEET.](#)
2. Save the worksheet to your computer.
3. Follow the directions on the worksheet to enter your data.
4. Email the completed spreadsheet to [DPH.FacilitySurvey@illinois.gov](mailto:DPH.FacilitySurvey@illinois.gov).
5. Retain a copy of the worksheet in case follow-up is required.

If you do not wish to use the Patient Origin worksheet, please use the spaces below to report the place of origin of the patients seen at your ASTC during Calendar Year 2017, and the number of patients from each area. 5-digit Zip Code areas are preferred; if Zip Code information is not available, please report by county name.

	Zip Code Area	County Name	Number of Patients
1	00802		1
2	05495		1
3	10023		1
4	32233		1
5	33433		1
6	33544		1
7	33921		1
8	34135		1
9	34224		1
10	40241		1
11	40330		1
12	46350		1
13	46360		1
14	46373		1
15	46514		1
16	47304		1
17	48382		1
18	49022		2
19	49431		1
20	49726		1
21	53104		1
22	53105		1
23	53125		1
24	53139		1
25	53140		2

	Zip Code Area	County Name	Number of Patients
26	53143		3
27	53147		1
28	53158		1
29	53181		1
30	60002		10
31	60004		34
32	60005		7
33	60007		2
34	60008		4
35	60010		12
36	60012		2
37	60013		2
38	60014		1
39	60015		163
40	60016		24
41	60018		7
42	60020		3
43	60022		30
44	60025		176
45	60026		46
46	60029		2
47	60030		17
48	60031		18
49	60033		4
50	60035		146



**7. Patients by Place of Origin (Continued)**

Please report the places of origin of the patients seen at your ASTC during Calendar Year 2017, and the number of patients from each area.

5-digit Zip Code areas are preferred; if Zip Code information is not available, please report counties of origin.

	Zip Code Area	County Name	Number of Patients
51	60040		11
52	60041		1
53	60042		1
54	60043		15
55	60044		11
56	60045		50
57	60046		23
58	60047		45
59	60048		27
60	60050		5
61	60051		2
62	60053		34
63	60056		32
64	60060		23
65	60061		18
66	60062		193
67	60064		3
68	60065		1
69	60067		12
70	60068		21
71	60069		24
72	60070		20
73	60071		1
74	60073		8
75	60074		9

	Zip Code Area	County Name	Number of Patients
76	60076		57
77	60077		24
78	60083		6
79	60084		3
80	60085		7
81	60087		10
82	60088		1
83	60089		69
84	60090		26
85	60091		140
86	60093		98
87	60096		1
88	60097		1
89	60098		2
90	60099		7
91	60102		1
92	60106		1
93	60107		4
94	60108		2
95	60110		1
96	60118		1
97	60119		1
98	60120		1
99	60124		2
100	60126		2

**7. Patients by Place of Origin (Continued)**

Please report the places of origin of the patients seen at your ASTC during Calendar Year 2017, and the number of patients from each area.

5-digit Zip Code areas are preferred; if Zip Code information is not available, please report counties of origin.

	Zip Code Area	County Name	Number of Patients
101	60137		2
102	60142		5
103	60156		1
104	60160		2
105	60169		1
106	60172		3
107	60173		2
108	60176		2
109	60177		1
110	60181		1
111	60185		1
112	60185		1
113	60187		2
114	60188		2
115	60192		4
116	60193		2
117	60194		4
118	60201		89
119	60202		65
120	60203		16
121	60302		2
122	60408		1
123	60432		1
124	60439		1
125	60440		1

	Zip Code Area	County Name	Number of Patients
126	60444		2
127	60447		1
128	60450		1
129	60452		1
130	60462		1
131	60464		1
132	60482		1
133	60487		1
134	60494		1
135	60502		1
136	60510		1
137	60515		2
138	60523		1
139	60525		2
140	60526		1
141	60540		2
142	60544		1
143	60548		1
144	60559		1
145	60564		1
146	60565		2
147	60586		1
148	60605		3
149	60607		2
150	60608		1

**7. Patients by Place of Origin (Continued)**

Please report the places of origin of the patients seen at your ASTC during Calendar Year 2017, and the number of patients from each area.

5-digit Zip Code areas are preferred; if Zip Code information is not available, please report counties of origin.

	Zip Code Area	County Name	Number of Patients
151	60609		1
152	60610		4
153	60611		5
154	60612		1
155	60613		3
156	60614		13
157	60615		1
158	60617		2
159	60618		8
160	60620		1
161	60622		4
162	60625		8
163	60626		10
164	60630		10
165	60631		16
166	60634		10
167	60639		1
168	60640		17
169	60641		11
170	60642		2
171	60645		20
172	60646		16
173	60647		11
174	60654		4
175	60656		6

	Zip Code Area	County Name	Number of Patients
176	60657		7
177	60659		16
178	60660		6
179	60661		2
180	60706		4
181	60707		6
182	60712		10
183	60714		25
184	60805		1
185	60911		1
186	60950		2
187	61060		1
188	61073		1
189	61341		1
190	61350		1
191	61534		1
192	61701		1
193	75048		1
194	80108		1
195	82842		1
196	85086		1
197	85253		1
198	85254		1
199	85258		1
200	85614		1

**7. Patients by Place of Origin (Continued)**

Please report the places of origin of the patients seen at your ASTC during Calendar Year 2017, and the number of patients from each area.

5-digit Zip Code areas are preferred; if Zip Code information is not available, please report counties of origin.

	Zip Code Area	County Name	Number of Patients
201			
202			
203			
204			
205			
206			
207			
208			
209			
210			
211			
212			
213			
214			
215			
216			
217			
218			
219			
220			
221			
222			
223			
224			
225			

	Zip Code Area	County Name	Number of Patients
226			
227			
228			
229			
230			
231			
232			
233			
234			
235			
236			
237			
238			
239			
240			
241			
242			
243			
244			
245			
246			
247			
248			
249			
250			

**7. Patients by Place of Origin (Continued)**

Please report the places of origin of the patients seen at your ASTC during Calendar Year 2017, and the number of patients from each area.

5-digit Zip Code areas are preferred; if Zip Code information is not available, please report counties of origin.

	Zip Code Area	County Name	Number of Patients
251			
252			
253			
254			
255			
256			
257			
258			
259			
260			
261			
262			
263			
264			
265			
266			
267			
268			
269			
270			
271			
272			
273			
274			
275			

	Zip Code Area	County Name	Number of Patients
276			
277			
278			
279			
280			
281			
282			
283			
284			
285			
286			
287			
288			
289			
290			
291			
292			
293			
294			
295			
296			
297			
298			
299			
300			

If you had patients from more than 300 areas, please use the Microsoft Excel Patient Origin Spreadsheet, or record the extra information in your own Excel spreadsheet, using the format above, and email to [DPH.FacilitySurvey@illinois.gov](mailto:DPH.FacilitySurvey@illinois.gov). Please enter "ASTC Patient Origin Data" into the subject line of the message.

## FACILITY OPERATIONS

8. Please indicate the number of hours your ASTC is in operation on each day of the week: (if the ASTC is open from 8am to 6pm, that is 10 hours of operation.) REPORT NUMBER OF HOURS, NOT OPENING AND/OR CLOSING TIMES.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TOTAL HOURS
Hours Open	10	10	10	10	10	0	0	50

## 9. Treatment Rooms by Type

Please indicate the number of rooms and stations in use at your ASTC for each category listed below:

	Rooms/ Stations
a. Operating Rooms (Class C)*	3
b. Procedure (not operating) Rooms (Class B)*	1
c. Examination Rooms	0
d. Stage 1 - Post-Anesthesia Recovery Stations	6
e. Stage 2 - Step-down Ambulatory Recovery Stations	8

\*Operating Room (Class C): Operating Room is defined as a setting designed and equipped for major surgical procedures that require general or regional block anesthesia and support of vital bodily functions.

Surgical Procedure Room (Class B): Surgical Procedure room is defined as a setting designed and equipped for major or minor surgical procedures performed in conjunction with oral, parenteral, or intravenous sedation or under analgesic or dissociative drugs.

(Source: Guidelines for Optimal Ambulatory Surgical Care and Office-based Surgery, third edition, American College of Surgeons)

## 10. Hospital Relationships

List all hospitals with which your ASTC has a contractual relationship, including transfer agreements.

	Hospital Name and City	Patient Transfers
1	NorthShore University Health System	1
2		
3		
4		
5		

**11. SURGICAL UTILIZATION FOR CALENDAR YEAR 2017 - OPERATING ROOMS - CLASS C\***

For each listed surgical category, indicate the number of surgical cases, the number of hours spent in setting up the surgery rooms for use, the hours of actual surgical time, and the number of hours spent in clean-up after the surgery was completed. Round the time reported to the nearest quarter of an hour. For example, a total of 318 hours and 40 minutes would be rounded to 318.75 hours for reporting purposes.

	Number of Cases	Surgery Room Set-Up Time (in Hours)	Actual Surgery Time (in Hours)	Surgery Room Clean-Up Time (in Hours)
Cardiovascular				
Dermatology				
General Surgery				
Gastroenterology				
Neurological				
OB/Gynecology				
Oral/Maxillofacial				
Ophthalmology				
Laser Eye Surgery				
Orthopedic	2,325	387.50	1,678.20	581.25
Otolaryngology				
Pain Management				
Plastic				
Podiatry				
Thoracic				
Urology				
<b>TOTALS</b>	<b>2,325</b>	<b>387.50</b>	<b>581.25</b>	<b>581.25</b>

\*Operating Room (Class C): Operating Room is defined as a setting designed and equipped for major surgical procedures that require general or regional block anesthesia and support of vital bodily functions.  
 (Source: Guidelines for Optimal Ambulatory Surgical Care and Office-based Surgery, third edition, American College of Surgeons)

**12. SURGICAL UTILIZATION FOR CALENDAR YEAR 2017 - PROCEDURE ROOMS (Class B)\***

For each listed surgical procedure category, indicate the number of dedicated procedure (non-operating) rooms, the number of surgical cases, the number of hours spent in setting up the procedure rooms for use, the hours of actual surgical time, and the number of hours spent in clean-up after the procedure was completed. Round the time reported to the nearest quarter of an hour. For example, a total of 318 hours and 40 minutes would be rounded to 318.75 hours for reporting purposes.

If your facility performs other, unlisted non-operating room procedures, use lines e. - h. to report these procedures. Indicate the type(s) of procedure(s), the number of surgical cases, the number of hours spent in setting up the procedure rooms for use, the hours of actual surgical time, and the number of hours spent in clean-up after the procedure was completed. Total multi-purpose procedure rooms are to be reported in the line below the table.

NOTE - For reporting purposes, a case is defined as a **PATIENT TREATED**. If a patient has 3 procedures performed, that is counted as **1 CASE**. **TOTAL PROCEDURE ROOMS** must equal Procedure Rooms reported on line b., Question 9. Total Procedure Room Cases shown here plus Total Operating Room Cases from Question 11 on Page 9 must equal Total Patients Served reported in Questions 5 and 6.

Dedicated Procedure Rooms (Class B)*		Rooms	Cases	Procedure Room Set-Up Time	Actual Surgery Time	Procedure Room Clean-Up Time
a. Dedicated Gastro-Intestinal Procedures						
b. Dedicated Laser Eye Procedures						
c. Dedicated Pain Management Procedures						
d. Cardiac Catheterization Procedures						

Multipurpose Rooms (Specify Procedure)		Cases	Procedure Room Set-Up Time	Actual Surgery Time	Procedure Room Clean-Up Time
e.					
f.					
g.					
h.					

Total Multi-Purpose Procedure Rooms					
<b>TOTALS - PROCEDURE ROOMS</b>	0	0	0.00	0.00	0.00

TOTAL CASES Questions 11 and 12 TOTAL	2,325	<u>These two figures must match.</u>
PATIENTS Reported on Page 6	2,325	

\*Surgical Procedure Room (Class B): Surgical Procedure room is defined as a setting designed and equipped for major or minor surgical procedures performed in conjunction with oral, parenteral, or intravenous sedation or under analgesic or dissociative drugs. (Source: Guidelines for Optimal Ambulatory Surgical Care and Office-based Surgery, third edition, American College of Surgeons)



**Section II - Fiscal Year Financial and Capital Expenditures Data**

The data requested in this questionnaire are authorized  
pursuant to the Illinois Health Facilities Planning Act [20 ILCS 3960/5.3]

This information must be taken from your MOST RECENT ANNUAL FINANCIAL STATEMENTS, which include your INCOME STATEMENT and BALANCE SHEET. Allowable sources of financial information include AUDITED FINANCIAL STATEMENTS, REVIEW OR COMPILATION FINANCIAL STATEMENTS, or TAX RETURN for the MOST RECENT FISCAL YEAR AVAILABLE.

This part of the survey collects Financial and Capital Expenditure information for your facility. This part **MUST BE REPORTED FOR THE MOST RECENT FISCAL YEAR AVAILABLE.**

If you have problems providing the information requested, contact this office via email at DPH.FacilitySurvey@illinois.gov, or by telephone at 217-782-3516.

Indicate the Starting and Ending Dates of Your MOST RECENT FISCAL YEAR (mm/dd/yyyy)

Starting Date	01/01/2017
Ending Date	12/31/2017

Indicate the Source of the Financial Information Reported in this Section:

Review or Compilation Financial Statemen
--

**A. CAPITAL EXPENDITURES**

Report the TOTAL of ALL CAPITAL EXPENDITURES for your reported Fiscal Year:

TOTAL CAPITAL EXPENDITURES FOR YOUR REPORTED FISCAL YEAR

\$ 0

Provide the following information for ONLY projects/capital expenditures in excess of \$350,000 obligated by or on behalf of the health care facility for your reported Fiscal Year (click the link below the table for definitions of terms):

	Description of Project/ Capital Expenditure	Amount Obligated	Method of Financing	CON Project Number (if reviewed)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**B. NET REVENUE BY PAYMENT SOURCE - REPORTED FISCAL YEAR**

Please indicate your Net Revenue during your reported Fiscal Year, by payment source. If you reported patients for a given payment source in Question 6 on Page 6, but do not have Net Revenues to report for that payment source, please provide a brief explanation in the Comments box on Page 14.

	Net Revenue (In Dollars)
Medicaid	\$ 0
Medicare	\$ 1,145,260
Other Public*	\$ 828,040
Private Insurance	\$ 6,832,774
Private Payment	\$ 34,319
<b>Total Revenue</b>	<b>\$ 8,840,393</b>

\*Other Public payment includes individuals whose primary payment source is Veterans Administration, County Boards, Community Aid Agencies, grants, CHAMPUS, CHAMP-VA, and other government-sponsored programs, excluding Medicare and Medicaid.

**C. TOTAL ACTUAL COST OF SERVICES PROVIDED TO CHARITY CARE\* CASES DURING THE REPORTED FISCAL YEAR**

	Amount (In Dollars)
<b>Total Actual Cost of Services Provided to Charity Care* Cases</b>	<b>\$ 0</b>

\*"Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer. [20 ILCS 3960, Section 3] Charity care does not include bad debt or the unreimbursed cost of Medicare, Medicaid, and other federal, State, or local indigent health care programs, eligibility for which is based on financial need.

Please provide the following information for the individual responsible for the preparation of this questionnaire:

Contact Person Name  
Contact Person Job Title  
Contact Person Telephone ((xxx) xxx-xxxx)  
Contact Person E-Mail Address

Melody Winter-Jabeck
Administrator
(847) 998-4881
mwinter@ibji.com

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Please provide the following information for the facility Administrator/CEO:

Administrator's Name  
Administrator's Title  
Administrator Telephone ((xxx) xxx-xxxx)  
Administrator E-Mail Address

SAME

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If you have any comments on the survey, please enter them in the space below.

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**CERTIFICATION OF SURVEY DATA**

Pursuant to the Health Facilities Planning Act (20 ILCS 3960/13), the State Board requires "all health facilities operating in the State to provide such reasonable reports at such times and containing such information as is needed" by the Board to carry out the purposes and provisions of this Act. By completing this section, the named individual is certifying that he/she has read the foregoing document, that he/she is authorized to make this certification on behalf of this facility, and that the information contained in this report is accurate, truthful and complete to the best of his/her knowledge and belief. Please note that the State Board will be relying on the information contained in this document as being truthful and accurate information. Any misrepresentations will be considered material.

☒ I certify that the information in this report is accurate, truthful and complete to the best of my knowledge.

Person Certifying	Melody Winter-Jabeck	
Job Title	Administrator	Certification Date 03/12/2017

**Thank you for Completing the Annual ASTC Questionnaire**

**Be Sure to Review Your Answers Before Submitting Questionnaire.**

**Instructions for Completing and Submitting this Questionnaire**

**Fill in the questionnaire information.**

**Download and complete Patient Origin spreadsheet (optional).**

**Save completed questionnaire (and spreadsheet, if used) to your computer for your records and future reference, if follow-up is required.**

**Send Email, with completed file(s) attached, to [DPH.FacilitySurvey@illinois.gov](mailto:DPH.FacilitySurvey@illinois.gov).  
Please put "ASTC Questionnaire" in the subject line.**

**If you have any questions, please call 217/782-3516, or send email to [DPH.FacilitySurvey@illinois.gov](mailto:DPH.FacilitySurvey@illinois.gov)**

**Thank you**

**ILLINOIS AMBULATORY SURGICAL TREATMENT CENTER SUMMARY- CALENDAR YEAR 2016**

**STATE TOTALS**

Number of Ambulatory Surgical Treatment Centers	141
Number of Operating Rooms	380
Number of Procedure Rooms	146
Number of Recovery Stations Stage 1	778
Number of Recovery Stations Stage 2	736
Number of Exam Rooms	105
Type of Ownership	
For Profit	132
Not For Profit	9
Government	0

**NUMBER OF PATIENTS BY PRIMARY PAYMENT SOURCE**

PAYMENT SOURCE	MALE	FEMALE	TOTAL	Pct
Medicaid	8,483	13,046	21,529	4.4%
Medicare	69,386	94,967	164,353	33.9%
Other Public	2,859	2,363	5,222	1.1%
Insurance	127,706	150,132	277,838	57.3%
Private Pay	3,125	11,806	14,931	3.1%
Charity Care	615	766	1,381	0.3%

**NET REVENUE BY PAYOR SOURCE FOR FISCAL YEAR**

Medicare	Medicaid	Other Public	Private Insurance	Private Pay	TOTALS	Charity Care Expense	Charity Care Expense as % of Total Net Revenue
19.0%	1.6%	1.4%	73.3%	4.7%	100.0%		
234,223,707	19,548,840	17,656,976	904,204,508	58,452,976	1,234,087,007	5,107,937	0.41%

**OPERATING ROOM UTILIZATION FOR THE REPORTING YEAR**

SURGERY AREA	TOTAL SURGERIES PERFORMED	SURGERY TIME (HOURS)	PREP and CLEAN-UP TIME (HOURS)	TOTAL SURGERY (HOURS)	AVERAGE CASE TIME (HOURS)
Cardiovascular	219	117.30	74.75	192.05	0.88
Dermatology	1,603	986.57	810.94	1,797.51	1.12
Gastroenterology	21,865	7,730.76	8,415.37	16,146.13	0.74
General Surgery	16,869	13,556.96	8,749.77	22,306.73	1.32
Laser Eye Surger	3,556	794.23	470.92	1,265.15	0.36
Neurological	2,773	1,977.76	2,104.23	4,081.99	1.47
OB/Gynecology	13,633	8,255.55	6,718.10	14,973.65	1.10
Ophthalmology	93,785	37,905.95	30,609.51	68,515.46	0.73
Oral/Maxillofacial	4,857	3,182.45	2,020.84	5,203.29	1.07
Orthopedic	69,089	64,574.10	36,253.21	100,827.31	1.46
Otolaryngology	18,866	15,778.35	7,380.12	23,158.47	1.23
Pain Management	35,925	11,304.97	13,183.82	24,488.79	0.68
Plastic	10,305	16,640.56	4,772.21	21,412.77	2.08
Podiatry	13,082	12,297.36	6,548.03	18,845.39	1.44
Thoracic	35	18.00	16.20	34.20	0.98
Urology	12,752	9,951.87	5,021.00	14,972.87	1.17
<b>TOTAL</b>	<b>319,214</b>	<b>205,072.74</b>	<b>133,149.02</b>	<b>338,221.76</b>	<b>1.06</b>

**STAFFING PATTERNS**

PERSONNEL	FULL-TIME EQUIVALENTS
Administrator	114.00
Physicians	198.00
Nurse Anesthetists	48.00
Director of Nurses	111.00
Registered Nurses	1,371.00
Certified Aides	136.00
Other Health Profs.	613.00
Other Non-Health Profs.	574.00
<b>TOTAL</b>	<b>3,165.00</b>

**NUMBER OF PATIENTS BY AGE GROUP**

AGE	MALE	FEMALE	TOTAL
0-14	8,936	6,861	15,797
15-44	35,903	54,507	90,410
45-64	85,426	103,041	188,467
65-74	49,530	64,957	114,487
75+	32,257	43,358	75,615
<b>TOTAL</b>	<b>212,052</b>	<b>272,724</b>	<b>484,776</b>

**PROCEDURE ROOM UTILIZATION FOR THE REPORTING YEAR**

SURGERY AREA	PROCEDURE ROOMS	TOTAL SURGERIES	SURGERY TIME (HOURS)	PREP/CLEAN-UP TIME (HOURS)	TOTAL SURGERY TIME (HOURS)	AVERAGE CASE TIME (HOURS)
Cardiac Catheterizat	2	912	289.75	305.00	594.75	0.65
Dermatology	0	194	97.00	51.00	148.00	0.76
Gastro-Intestinal	82	138,665	59,342.97	33,867.80	93,210.77	0.67
GI	0	972	418.10	288.80	706.90	0.73
Gynecology	0	2,768	230.66	461.32	691.98	0.25
IVF	0	705	181.00	235.00	416.00	0.59
IVIG	0	159	669.50	39.75	709.25	4.46
Laser Eye	20	8,709	2,186.38	1,954.09	4,140.47	0.48
LB Adjust	0	509	67.75	84.50	152.25	0.30
Minor Surgery	0	405	266.70	10.00	276.70	0.68
Mohs Surgery	0	1,600	1,200.00	427.00	1,627.00	1.02
Multi-GYN	0	6	2.00	1.75	3.75	0.63
Multi-LaserEye	0	711	177.75	213.25	391.00	0.55
Multi-Pain	0	313	104.25	93.75	198.00	0.63
Ophthalmology	0	1,015	771.89	22.15	794.04	0.78
Otolaryngology	0	6	87.00	1.00	88.00	14.67
Pain	0	9	1.75	3.00	4.75	0.53
Pain Management	14	22,607	5,474.24	3,901.76	9,376.00	0.41
Plastics	0	1,142	663.00	354.00	1,017.00	0.89
sclerotherapy	0	2	1.30	0.83	2.13	1.07
Unspecified	0	905	552.50	506.00	1,058.50	1.17
YAG	0	166	32.25	33.75	66.00	0.40
<b>TOTALS</b>	<b>118</b>	<b>182,480</b>	<b>72,817.74</b>	<b>42,855.50</b>	<b>115,673.24</b>	<b>0.63</b>

#### **SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**

Continued iii

##### **UNFINISHED OR SHELL SPACE:**

The proposed project is in an existing licensed ASTC. As it is completely built out, there will be no shell space. Therefore, this item is not applicable.

**ATTACHMENT-16**

##### **ASSURANCES:**

For the reasons cited under Unfinished or Shell Space, this item is not applicable.

**ATTACHMENT-17**

## **SECTION V. MASTER DESIGN AND RELATED PROJECTS**

Continued i

This project does not contain Master Design and Related Projects; therefore, this section is not applicable.

**ATTACHMENT-18**



## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued i

### Section 1110.235 Non-Hospital Based Ambulatory Surgical Treatment Center Services

#### c) Review Criteria

##### 2) Geographic Service Area Need

The applicant shall document that the ASTC services and the number of surgical/treatment rooms to be established, added or expanded are necessary to serve the planning area's population, based on the following:

##### B) Service to Geographic Service Area Residents

The applicant shall document that the primary purpose of the project will be to provide necessary health care to the residents of the geographic service area (GSA) in which the proposed project will be physically located.

Ravine Way Surgery Center is located in Glenview, which is within Health Service Area (HSA) 7. The State's required geographic service area (GSA) for this HSA is a 10-mile radius<sup>1</sup>. Refer to **ATTACHMENT-12A** for the Microsoft MapPoint map identifying Ravine Way Surgery Center, a 10-mile radius from the facility and the Zip Codes within. Appended as **ATTACHMENT-25A** is the listing of Zip Codes. According to the 2017 IDPH Annual Questionnaire for Ravine Way Surgery Center (refer to **ATTACHMENT-15B**), 73% of the origins of patients treated were from within the required geographic service area. As illustrated in **ATTACHMENT-25B**, the reconciliation of GSA Zip Codes and patient origin from facility's 2017 IDPH questionnaire, it is evident that the primary purpose of this existing ASTC is to serve the residents within the State's identified geographic service area and Northeastern Cook County, which is part of HSA 7.

##### 3) Service Demand – Establishment of an ASTC Facility or Additional ASTC Service

**ATTACHMENT-25**

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<sup>1</sup> 77 IAC, Chapter II, Subchapter a, Part 1100, Section 1100.510d)1)

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued ii

The applicant shall document that the proposed project is necessary to accommodate the service demand experienced annually by the applicant, over the latest 2-year period, as evidenced by historical and projected referrals. The applicant shall document the information required by subsection (c)(3)(A) and either subsection (c)(3)(B) or (C):

The proposed project is not a typical ASTC establishment project. Most establishment projects include establishing a new service at a new site. This project merely seeks to add two related specialties to an existing underutilized orthopedic ASTC. There are no capital costs associated with the project. Therefore, the following should be viewed through that lens.

### A) Historical Referrals

The applicant shall provide physician referral letters that attest to the physician's total number of treatments for each ASTC service that has been referred to existing IDPH-licensed ASTCs or hospitals located in the GSA during the 12-month period prior to submission of the application. The documentation of physician referrals shall include the following information:

Appended as **ATTACHMENT-25C** is a chart identifying the number of historical cases by facility and by physician over a 24-month period ending June 30, 2018 performed by the physicians of Illinois Bone and Joint Institute, the physician partners of Ravine Way Partners, LLC. A listing of the IBJI physicians and their surgical specialty(ies) is appended as **ATTACHMENT-25D**. **ATTACHMENT-25E** identifies the patient origin by Zip Code of all surgical patients of IBJI in the 24-month period identified above. This data also shows that 74.5% of the historical patients were from within the required GSA (10-mile radius).

### B) Projected Service Demand

Appended as **ATTACHMENT-15A** is a referral letter from Illinois Bone and Joint Institute. This letter attests to their total number of surgical patients (by

**ATTACHMENT-25**

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued iii

Zip Code of residence) who received care at Ravine Way Surgery Center or an area hospital over the past 24-months ending June 2018. The historical referrals demonstrate that the majority of the patient volume (74.5%) is from within GSA (10-mile radius).

The referral letter from Illinois Bone and Joint Institute also indicates that its physicians will refer 5,325.6 cases annually to Ravine Way Surgery Center. The Illinois Bone and Joint Institute (physician practice) has recently added two physicians, a total joint orthopedic surgeon (Dr. Sutphen) and Mehul Garala who is a pain specialist. In addition, current IBIJ staff who have not been able to perform procedures at Ravine Way Surgery Center due to the clinic not having the surgical specialty approvals include a Podiatrist (Dr. Gamez), two other pain specialists (Drs. Bello and Vanderby) as well as a spine and pain specialist (Dr. Shapiro). Much of the growth in the practice for the surgical specialty additions will come from these physicians but that growth is based on the historical surgical capacity of the existing physicians through cases performed either at Ravine Way Surgery Center or at a local hospital. The hospitals referenced in the referral letter for which historical cases were performed are all hospitals within the NorthShore University HealthSystem (related entity to Ravine Way Surgery Center). The support letter from NorthShore University HealthSystem supporting the project indicates states: “the availability of ambulatory surgery center access points for these services is responsive to offering a range of alternative delivery sites to patients and physicians in the community, and is aligned with our commitment to support high quality, lower cost access points to the patients in our

**ATTACHMENT-25**

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued iv

community” (refer to **ATTACHMENT-12B**).

This is how the CON process is supposed to work. A vibrant quality physician practice has identified excess capacity at an existing facility with which it has a relationship. Rather than seek regulatory approval for services that may be needed, they have already identified and hired the necessary physicians to provide the necessary care to both an existing patient population and to better meet the needs of the community they already serve. They are now seeking appropriate regulatory approval and, upon receiving it, will be immediately postured to increase access to necessary care.

The referral letter, appended as **ATTACHMENT-15A**, indicates that the referrals were not used to support another pending or approved CON application; the letter was signed by the managing partner of the physician practice, Gregory H. Portland, M.D.; the signature has been notarized.

### C) Projected Service Demand – Rapid Population Growth

The need for this project is not based upon rapid population growth; therefore, this item is not germane.

### 5) Treatment Room Need Assessment – Review Criterion

As previously indicated, this project proposes to better utilize Ravine Way Surgery Center, an existing ASTC, through the addition of surgical specialties and not the addition of surgical/treatment rooms. Ravine Way Surgery Center has three operating rooms and one procedure room. The 2017 IDPH facility profile identified 2,325 cases performed equating to 2,647 hours justifying two surgical/treatment rooms. Ravine Way Surgery Center’s physician partners, Illinois Bone and Joint Institute, have historical cases (refer to **ATTACHMENTS-15A** and **25C**) averaging 3,550 cases per year over the past 24 months ending June 30, 2018. These

**ATTACHMENT-25**

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued v

cases total 4,910 hours which justifies over three surgical/treatment rooms. Please see the summary below.

*Illinois Bone and Joint Institute's Historical Caseload in Licensed Settings*

Surgical Specialty	12-Months 2 <sup>nd</sup> Quarter 2018	Ravine Way SC Hours/Case	State Hours/Case	Estimated Total Surgical Time
Ortho	3,127	1.52		4,753.04
Podiatry	38		1.44	54.72
Pain	150		0.68	102
	3,315			4,909.76

In accordance with this item, the number of rooms shall be justified based upon an annual minimum utilization of 1,500 hours of use per room as established in the 77 IAC Part 1100. Therefore, 4,910 historical hours divided by 1,500 hours equates to 3.27 rooms, or a total of 4 rooms are justified.

After project completion, and by the second full year of operation, the Applicant will obtain target utilization of 6,000 surgical hours. In part, this will be achieved through its five new physicians as they are able to ramp up their practices. The proposed case-mix by specialty and average time per patient treatment/session are summarized in the chart below.

*Illinois Bone and Joint Institute's Proposed Caseload at Ravine Way Surgery Center*

Surgical Specialty	12-Months 2 <sup>nd</sup> Quarter 2018	Ravine Way SC Hours/Case	State Hours/Case	Estimated Total Surgical Time
Ortho	3,033.6	1.52		4,611.1
Podiatry	73.3		1.44	105.6
Pain	2,219		0.68	1,508.9
	5325.9			6,225.5

The above chart illustrates how the Applicant proposes to achieve target utilization of Ravine Way Surgery Center. The orthopedic time is the actual average time of all of the surgical cases performed at Ravine Way Surgery Center in CY 2017. The average time per case for podiatry and pain management are average historical times for those respective specialties for the State of Illinois.

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued vi

### 6) Service Accessibility

The proposed ASTC services of pain management and podiatry are necessary to improve access for residents of the GSA. **Ravine Way Surgery Center, LLC** is a joint venture including Ravine Way Partners, LLC (68.5% ownership) and NorthShore University HealthSystem (28.5% ownership). NorthShore University HealthSystem includes Evanston, Glenbrook, Highland Park and Skokie hospitals which do provide pain management and podiatry services. Appended as **ATTACHMENT-12B** is a support letter from NorthShore University HealthSystem indicating that the proposed project is compatible with its planning.

### 7) Unnecessary Duplication/Maldistribution – Review Criterion

A) The applicant shall document that the project will not result in an unnecessary duplication. The applicant shall provide the following information for the proposed GSA zip code areas identified in subsection (c)(2)(B)(i):

i) the total population of the GSA (based upon the most recent population numbers available for the State of Illinois); and

Appended as **ATTACHMENT-12A** is a Microsoft MapPoint map illustrating the location of Ravine Way Surgery Center and a 10-mile radius from the site. This mapping software identifies and generates a listing of all Zip Code areas within the radius. The listing of Zip Codes is appended as **ATTACHMENT-25A**. Appended as **ATTACHMENT-25F** is a US Census Bureau's American Fact Finder summary of the population for the Zip Codes which make up the 10-mile radius from Ravine Way Surgery Center.

ii) the names and locations of all existing or approved health care facilities located within the GSA that provide the ASTC services that are proposed by the project.

Appended as **ATTACHMENT-25G** is a listing of all ASTCs and hospitals, and their 2016 IDPH Annual Questionnaire forms, within a 10-mile

**ATTACHMENT-25**

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued vii

radius of Ravine Way Surgery Center that provide pain management and/or podiatry surgical specialties. However, the proposed project will not result in unnecessary duplication as the pain management and podiatry cases are existing patients that will primarily be coming from the NorthShore University HealthSystem hospitals. Moreover, these specialties represent newer services that are provided by the Illinois Bone and Joint Institute physicians; therefore, the addition of these services will increase utilization of Ravine Way Surgery Center, its hospital partners and other area health resources.

- B) The applicant shall document that the project will not result in maldistribution of services. Maldistribution exists when the GSA has an excess supply of facilities and ASTC services characterized by such factors as, but not limited to:

The proposed project will not increase the number of surgical/treatment rooms. The Applicant merely seeks to improve the utilization of the existing ASTC. As this project does not affect the supply of facilities and surgery/treatment rooms, this item is not germane.

- C) The applicant shall document that, within 24 months after project completion, the proposed project:
- i) will not lower the utilization of other area providers below the utilization standards specified in 77 Ill. Adm. Code 1100; and
  - ii) will not lower, to a further extent, the utilization of other GSA facilities that are currently (during the latest 12-month period) operating below the utilization standards.

The proposed project is compatible with and part of the long-range planning of NorthShore University HealthSystem. The project allows podiatry and pain management to be moved out of the hospital settings to the lower cost setting of an ASTC like Ravine Way Surgery Center. Additionally, the need for pain management has been growing

ATTACHMENT-25

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued viii

tremendously as an alternative to the use of opioids. This trend does not appear to be slowing down anytime soon. According to the National Safety Council, “drug poisoning is the number one cause of unintentional death in the United States. Everyday over 100 people die from opioid drugs, much of which is from prescription medicine. Nearly 2 million people have painkiller substance disorders.”<sup>2</sup> The demand for pain management treatments has overwhelmed the Illinois Bone and Joint Institute and in CY 2017, 3,766 pain management treatments were performed in the office setting. To keep up with demand, the practice is adding nurse practitioners, and literally, the practice is running out of physical space. The practice is proposing to transfer 50% of the existing cases to Ravine Way Surgery Center, which are only the more serious cases that could benefit from the acute care setting of an ASTC. As such, all cases are within the system and therefore, would not lower or have any substantial effect that would lower the utilization of other GSA facilities. Moreover, utilizing Ravine Way Surgery Center with the proposed specialties will only serve to improve the utilization of an area ASTC.

### 8) Staffing

#### A) Staffing Availability

The applicant shall document that relevant clinical and professional staffing needs for the proposed project were considered and that the staffing requirements of licensure and The Joint Commission or other nationally recognized accrediting bodies can be met. In addition, the applicant shall document that necessary staffing is available by providing letters of interest from prospective staff members, completed applications for employment, or a narrative explanation of how the proposed staffing will be achieved.

Ravine Way Surgery Center is an existing licensed and accredited ambulatory surgical treatment center (refer to **ATTACHMENT-11A** for the

**ATTACHMENT-25**

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<sup>2</sup> [https://www.nsc.org/home-safety/safety-topics/opioids?gclid=Cj0KCQjwof3cBRD9ARIsAP8x70M5ByMBvpgOI5aP54Kp8KddzhZL9R0uIbCfchH7vObmMKiRo4SSXn8aAtpCEALw\\_wcB](https://www.nsc.org/home-safety/safety-topics/opioids?gclid=Cj0KCQjwof3cBRD9ARIsAP8x70M5ByMBvpgOI5aP54Kp8KddzhZL9R0uIbCfchH7vObmMKiRo4SSXn8aAtpCEALw_wcB)



## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued ix

accreditation. As such, it currently meets the staffing requirements of IDPH and AAAHC. A synopsis of the accreditation agency is provided below:

*"The Accreditation Association for Ambulatory Health Care (AAAHC) is a private, non-profit organization formed in 1979. We are the leader in developing standards to advance and promote patient safety, quality care, and value for ambulatory health care through peer-based accreditation processes, education, and research. A certificate of accreditation is awarded to organizations that are found to be in compliance with AAAHC Standards.*

*AAAHC currently accredits more than 6,000 organizations in a wide variety of ambulatory health care settings including ambulatory surgery centers, community health centers, medical and dental group practices, medical home practices, and managed care organizations, as well as Indian and student health centers, among others. We are also the official accrediting organization for the US Coast Guard. With a single focus on the ambulatory care community, AAAHC offers organizations a cost-effective, flexible, and collaborative approach to accreditation."*

The project includes the existing operations that are in good standing with IDPH and AAAHC, meeting all licensing requirements which include staffing. Moreover, upon project completion the facility will maintain its good standing with IDPH and AAAHC.

Appended as **ATTACHMENT-25H** is the existing staffing pattern for Ravine Way Surgery Center, as well as the proposed staffing pattern reflecting the addition of pain management and podiatry surgical specialties. The project will result in an increase of full-time equivalents from 23.65 to 32.65 full time equivalents, a net increase of 9 full time equivalents upon maintaining 80% capacity.

**ATTACHMENT-25**

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued x

Ravine Way Surgery Center's staffing plan will evolve as case volume grows. The Applicant plans to optimize the use of current staffing first and add staff as needed to maintain safety and efficiency. Positions will be filled by the methodologies used successfully in the past, primarily word of mouth recommendations and use of on-line job sites. Ravine Way Surgery Center's existing and proposed staffing patterns are in conformance with accreditation standards as applicable.

Finally, as an existing licensed ASTC, Ravine Way Surgery Center has a listing of active (current) job applicants on file. As cited in the existing and proposed staffing pattern (**ATTACHMENT-25H**), the facility will need additional staff including five more RNs and two additional techs among the existing clinical staff. Today, without posting for these jobs the facility has five registered nurses' applications and a surgery tech application on file. Refer to **ATTACHMENT-25I** for the listing of job applicants by position title. Therefore, staffing through project fill-up will not be an issue.

### B) Medical Director

It is recommended that the procedures to be performed for each ASTC service are under the direction of a physician who is board certified or board eligible by the appropriate professional standards organization or entity that credentials or certifies the health care worker for competency in that category of service.

The proposed project is not starting a clinic from the ground up, but rather utilizing the existing Ravine Way Surgery Center. The facility is licensed and the medical director, Cathleen Watt, M.D., a board-certified anesthesiologist, is in place.

**ATTACHMENT-25**

## SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

Continued xi

9) Charge Commitment

- A) a statement of all charges, except for any professional fee (physician charge); and

Appended as **ATTACHMENT-25J** is a complete list of the procedures to be performed at the proposed facility and the associated charge for each procedure.

- B) a commitment that these charges will not increase, at a minimum, for the first 2 years of operation unless a permit is first obtained pursuant to 77 Ill. Adm. Code 1130.310(a).

Appended as **ATTACHMENT-25K** is a letter from the Applicant committing to maintain the charges identified in **ATTACHMENT-25J** for the first two years of operation.

10) Assurances

Appended as **ATTACHMENT-25L** is the assurance letter documenting compliance to this item.

**ATTACHMENT-25**

Ravine Way Surgery Center  
10-Mile Radius Zip Codes

<b>ZIP Code</b>	<b>Population</b>
60004	50,974
60005	29,936
60015	27,388
60016	59,726
60018	30,519
60022	8,503
60025	39,928
60026	14,427
60029	531
60035	29,824
60037 Fort Sheridan - Non Postal Community Name	
60040	5,377
60043	2,613
60053	23,413
60056	55,366
60062	40,631
60068	37,567
60069	8,207
60070	16,195
60076	32,497
60077	28,281
60082 P.O. Boxes Only	
60089	41,642
60090	38,045
60091	27,304
60093	19,204
60201	43,056
60202	32,416
60203	4,089
60208 P.O. Boxes Only	
60626	50,090
60630	57,627
60631	28,238
60645	47,131
60646	27,454
60656	27,926
60659	38,995
60666 P.O. Boxes Only	
60706	23,604
60712	12,637
60714	29,730
	<b>1,091,091</b>

Source:

Microsoft MapPoint 2009

American Fact Finder, United States Census Bureau ([www.factfinder.census.gov](http://www.factfinder.census.gov))

Ravine Way Surgery Center - 2017 Procedures by Zip Code									
Zip Code	Pts	Zip Code	Pts	Zip Code	Pts	Zip Code	Pts	Zip Code	Pts
802	1	60029	2	60102	1	60515	2	60712	10
5495	1	60030	17	60106	1	60523	1	60714	25
10023	1	60031	18	60107	4	60525	2	60805	1
32233	1	60033	4	60108	2	60526	1	60911	1
33433	1	60035	146	60110	1	60540	2	60950	2
33544	1	60040	11	60118	1	60544	1	61060	1
33921	1	60041	1	60119	1	60548	1	61073	1
34135	1	60042	1	60120	1	60559	1	61341	1
34224	1	60043	15	60124	2	60564	1	61350	1
40241	1	60044	11	60126	2	60565	2	61534	1
40330	1	60045	50	60137	2	60586	1	61701	1
46350	1	60046	23	60142	5	60605	3	75048	1
46360	1	60047	45	60156	1	60607	2	80108	1
46373	1	60048	27	60160	2	60608	1	82842	1
46514	1	60050	5	60169	1	60609	1	85086	1
47304	1	60051	2	60172	3	60610	4	85253	1
48382	1	60053	34	60173	2	60611	5	85254	1
49022	2	60056	32	60176	2	60612	1	85258	1
49431	1	60060	23	60177	1	60613	3	85614	1
49726	1	60061	18	60181	1	60614	13	Sub-Tot	53
53104	1	60062	193	60185	2	60615	1	Total	2,325
53105	1	60064	3	60187	2	60617	2		
53125	1	60065	1	60188	2	60618	8		
53139	1	60067	12	60192	4	60620	1		
53140	2	60068	21	60193	2	60622	4		
53143	3	60069	24	60194	4	60625	8		
53147	1	60070	20	60201	89	60626	10		
53158	1	60071	1	60202	65	60630	10		
53181	1	60073	8	60203	16	60631	16		
60002	10	60074	9	60302	2	60634	10		
60004	34	60076	57	60408	1	60639	1		
60005	7	60077	24	60432	1	60640	17		
60007	2	60083	6	60439	1	60641	11		
60008	4	60084	3	60440	1	60642	2		
60010	12	60085	7	60444	2	60645	20		
60012	2	60087	10	60447	1	60646	16		
60013	2	60088	1	60450	1	60647	11		
60014	1	60089	69	60452	1	60654	4		
60015	163	60090	26	60462	1	60656	6		
60016	24	60091	140	60464	1	60657	7		
60018	7	60093	98	60482	1	60659	16		
60020	3	60096	1	60487	1	60660	6		
60022	30	60097	1	60494	1	60661	2		
60025	176	60098	2	60502	1	60706	4		
60026	46	60099	7	60510	1	60707	6		
Sub-Tot	556	Sub-Tot	1,229	Sub-Tot	240	Sub-Tot	247		

Source:

ASTC Annual Questionnaire for 2017, Illinois Department of Public Health, Health Systems Development

Microsoft MapPoint 2009

**Illinois Bone and Joint Institute Outpatient Surgery Volume by Facility and Physician**  
**3rd & 4th Quarter of 2017 and 1st & 2nd Quarter of 2018**

Ravine Way		Evanston		Glenbrook		Highland Park		Skokie		NSSS (Kenosha)		Other		Totals
Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		
Total	235	Total	0	Total	21	Total	0	Total	0	Total	0	Total	0	256
Dr. Gamez		Dr. Gamez		Dr. Gamez		Dr. Gamez		Dr. Gamez		Dr. Gamez		Dr. Gamez		38
Total	0	Total	0	Total	38	Total	0	Total	0	Total	0	Total	0	
Dr. Phillips		Dr. Phillips		Dr. Phillips		Dr. Phillips		Dr. Phillips		Dr. Phillips		Dr. Phillips		532
Total	384	Total	2	Total	146	Total	0	Total	0	Total	0	Total	0	
Dr. Beigler		Dr. Beigler		Dr. Beigler		Dr. Beigler		Dr. Beigler		Dr. Beigler		Dr. Beigler		59
Total	23	Total	0	Total	36	Total	0	Total	0	Total	0	Total	0	
Dr. Chehab		Dr. Chehab		Dr. Chehab		Dr. Chehab		Dr. Chehab		Dr. Chehab		Dr. Chehab		176
Total	117	Total	58	Total	1	Total	0	Total	0	Total	0	Total	0	
Dr. Portland		Dr. Portland		Dr. Portland		Dr. Portland		Dr. Portland		Dr. Portland		Dr. Portland		350
Total	291	Total	7	Total	51	Total	0	Total	0	Total	0	Total	1	
Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		105
Total	56	Total	12	Total	7	Total	0	Total	20	Total	10	Total	0	
Dr. Fox		Dr. Fox		Dr. Fox		Dr. Fox		Dr. Fox		Dr. Fox		Dr. Fox		3
Total	3	Total	0	Total	0	Total	0	Total	0	Total	0	Total	0	
Dr. Benson		Dr. Benson		Dr. Benson		Dr. Benson		Dr. Benson		Dr. Benson		Dr. Benson		413
Total	267	Total	140	Total	3	Total	0	Total	0	Total	0	Total	3	
Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		59
Total	24	Total	35	Total	0	Total	0	Total	0	Total	0	Total	0	
Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		22
Total	19	Total	0	Total	3	Total	0	Total	0	Total	0	Total	0	
Dr. Haddad		Dr. Haddad		Dr. Haddad		Dr. Haddad		Dr. Haddad		Dr. Haddad		Dr. Haddad		71
Total	50	Total	0	Total	21	Total	0	Total	0	Total	0	Total	0	
Dr. Stamos		Dr. Stamos		Dr. Stamos		Dr. Stamos		Dr. Stamos		Dr. Stamos		Dr. Stamos		44
Total	13	Total	0	Total	31	Total	0	Total	0	Total	0	Total	0	
Dr. Skjong		Dr. Skjong		Dr. Skjong		Dr. Skjong		Dr. Skjong		Dr. Skjong		Dr. Skjong		125
Total	107	Total	8	Total	10	Total	0	Total	0	Total	0	Total	0	
Dr. Weatherford		Dr. Weatherford		Dr. Weatherford		Dr. Weatherford		Dr. Weatherford		Dr. Weatherford		Dr. Weatherford		

Total	48	Total	1	Total	100	Total	0	Total	0	Total	0	Total	2	151
Dr. Cohn		Dr. Cohn		Dr. Cohn		Dr. Cohn		Dr. Cohn		Dr. Cohn		Dr. Cohn		
Total	56	Total	0	Total	0	Total	8	Total	0	Total	0	Total	0	64
Dr. Waxman		Dr. Waxman		Dr. Waxman		Dr. Waxman		Dr. Waxman		Dr. Waxman		Dr. Waxman		
Total	190	Total	0	Total	0	Total	82	Total	0	Total	0	Total	0	272
Dr. Lettvin		Dr. Lettvin		Dr. Lettvin		Dr. Lettvin		Dr. Lettvin		Dr. Lettvin		Dr. Lettvin		
Total	42	Total	0	Total	0	Total	26	Total	0	Total	0	Total	0	68
Dr. Erulkar		Dr. Erulkar		Dr. Erulkar		Dr. Erulkar		Dr. Erulkar		Dr. Erulkar		Dr. Erulkar		
Total	1	Total	0	Total	0	Total	96	Total	0	Total	0	Total	0	97
Dr. Sherman		Dr. Sherman		Dr. Sherman		Dr. Sherman		Dr. Sherman		Dr. Sherman		Dr. Sherman		
Total	145	Total	0	Total	0	Total	14	Total	0	Total	0	Total	0	159
Dr. Palutsis		Dr. Palutsis		Dr. Palutsis		Dr. Palutsis		Dr. Palutsis		Dr. Palutsis		Dr. Palutsis		
Total	93	Total	0	Total	5	Total	0	Total	0	Total	0	Total	0	98
Dr. Demiel		Dr. Demiel		Dr. Demiel		Dr. Demiel		Dr. Demiel		Dr. Demiel		Dr. Demiel		
Total	1	Total	2	Total	0	Total	0	Total	0	Total	0	Total	0	3
Dr. Vanderby		Dr. Vanderby		Dr. Vanderby		Dr. Vanderby		Dr. Vanderby		Dr. Vanderby		Dr. Vanderby		
Total		Total		Total		Total		Total		Total		Total	150	150
Ravine Way		Evanston		Glenbrook		Highland Park		Skokie		NSSS (Kenosha)		Other		3315
Total	2,165	Total	265	Total	473	Total	226	Total	20	Total	10	Total	156	3,315

**Illinois Bone and Joint Institute Outpatient Surgery Volume by Facility and Physician**  
**3rd & 4th Quarter of 2016 and 1st & 2nd Quarter of 2017**

Ravine Way		Evanston		Glenbrook		Highland Park		Skokie		NSSS (Kenosha)		Other		Totals
Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		Dr. Ptaszek		
Total	236	Total	0	Total	62	Total	0	Total	0	Total	0	Total	0	298
Dr. Gamez		Dr. Gamez		Dr. Gamez		Dr. Gamez		Dr. Gamez		Dr. Gamez		Dr. Gamez		
Total	0	Total	0	Total	36	Total	0	Total	0	Total	0	Total	0	36
Dr. Phillips		Dr. Phillips		Dr. Phillips		Dr. Phillips		Dr. Phillips		Dr. Phillips		Dr. Phillips		
Total	367	Total	1	Total	180	Total	0	Total	0	Total	0	Total	0	548
Dr. Beigler		Dr. Beigler		Dr. Beigler		Dr. Beigler		Dr. Beigler		Dr. Beigler		Dr. Beigler		
Total	28	Total	0	Total	48	Total	0	Total	0	Total	0	Total	0	76
Dr. Chehab		Dr. Chehab		Dr. Chehab		Dr. Chehab		Dr. Chehab		Dr. Chehab		Dr. Chehab		
Total	109	Total	73	Total	2	Total	0	Total	0	Total	0	Total	0	184
Dr. Portland		Dr. Portland		Dr. Portland		Dr. Portland		Dr. Portland		Dr. Portland		Dr. Portland		
Total	297	Total	12	Total	68	Total	0	Total	1	Total	3	Total	3	384
Dr. Steginsky		Dr. Steginsky		Dr. Steginsky		Dr. Steginsky		Dr. Steginsky		Dr. Steginsky		Dr. Steginsky		
Total	0	Total	0	Total	0	Total	0	Total	0	Total	0	Total	0	0
Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		Dr. G. Shapiro		
Total	85	Total	23	Total	0	Total	0	Total	35	Total	3	Total	0	146
Dr. Fox		Dr. Fox		Dr. Fox		Dr. Fox		Dr. Fox		Dr. Fox		Dr. Fox		
Total	31	Total	1	Total	0	Total	0	Total	0	Total	0	Total	0	32
Dr. Benson		Dr. Benson		Dr. Benson		Dr. Benson		Dr. Benson		Dr. Benson		Dr. Benson		
Total	283	Total	202	Total	2	Total	0	Total	1	Total	0	Total	0	488
Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		Dr. Mikhael		
Total	14	Total	67	Total	0	Total	0	Total	2	Total	0	Total	0	83
Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		Dr. O'Rourke		
Total	12	Total	0	Total	7	Total	0	Total	0	Total	0	Total	0	19
Dr. McMillan		Dr. McMillan		Dr. McMillan		Dr. McMillan		Dr. McMillan		Dr. McMillan		Dr. McMillan		
Total	10	Total	0	Total	2	Total	0	Total	0	Total	0	Total	0	12
Dr. Haddad		Dr. Haddad		Dr. Haddad		Dr. Haddad		Dr. Haddad		Dr. Haddad		Dr. Haddad		
Total	83	Total	0	Total	34	Total	0	Total	0	Total	0	Total	0	117
Dr. Stamos		Dr. Stamos		Dr. Stamos		Dr. Stamos		Dr. Stamos		Dr. Stamos		Dr. Stamos		
Total	3	Total	0	Total	39	Total	0	Total	0	Total	0	Total	0	42
Dr. Skjong		Dr. Skjong		Dr. Skjong		Dr. Skjong		Dr. Skjong		Dr. Skjong		Dr. Skjong		



Total	74	Total	19	Total	16	Total	0	Total	1	Total	0	Total	0	110
<b>Dr. Weatherford</b>		<b>Dr. Weatherford</b>		<b>Dr. Weatherford</b>		<b>Dr. Weatherford</b>		<b>Dr. Weatherford</b>		<b>Dr. Weatherford</b>		<b>Dr. Weatherford</b>		
Total	38	Total	13	Total	104	Total	0	Total	0	Total	1	Total	4	160
<b>Dr. Cohn</b>		<b>Dr. Cohn</b>		<b>Dr. Cohn</b>		<b>Dr. Cohn</b>		<b>Dr. Cohn</b>		<b>Dr. Cohn</b>		<b>Dr. Cohn</b>		
Total	50	Total	0	Total	0	Total	21	Total	0	Total	0	Total	0	71
<b>Dr. Waxman</b>		<b>Dr. Waxman</b>		<b>Dr. Waxman</b>		<b>Dr. Waxman</b>		<b>Dr. Waxman</b>		<b>Dr. Waxman</b>		<b>Dr. Waxman</b>		
Total	221	Total	0	Total	0	Total	85	Total	0	Total	0	Total	0	306
<b>Dr. Lettvin</b>		<b>Dr. Lettvin</b>		<b>Dr. Lettvin</b>		<b>Dr. Lettvin</b>		<b>Dr. Lettvin</b>		<b>Dr. Lettvin</b>		<b>Dr. Lettvin</b>		
Total	46	Total	0	Total	1	Total	34	Total	0	Total	0	Total	0	81
<b>Dr. Erulkar</b>		<b>Dr. Erulkar</b>		<b>Dr. Erulkar</b>		<b>Dr. Erulkar</b>		<b>Dr. Erulkar</b>		<b>Dr. Erulkar</b>		<b>Dr. Erulkar</b>		
Total	0	Total	0	Total	0	Total	77	Total	0	Total	0	Total	0	77
<b>Dr. Sherman</b>		<b>Dr. Sherman</b>		<b>Dr. Sherman</b>		<b>Dr. Sherman</b>		<b>Dr. Sherman</b>		<b>Dr. Sherman</b>		<b>Dr. Sherman</b>		
Total	207	Total	0	Total	0	Total	14	Total	0	Total	0	Total	0	221
<b>Dr. Palutsis</b>		<b>Dr. Palutsis</b>		<b>Dr. Palutsis</b>		<b>Dr. Palutsis</b>		<b>Dr. Palutsis</b>		<b>Dr. Palutsis</b>		<b>Dr. Palutsis</b>		
Total	197	Total	0	Total	20	Total	0	Total	0	Total	0	Total	0	217
<b>Dr. Demiel</b>		<b>Dr. Demiel</b>		<b>Dr. Demiel</b>		<b>Dr. Demiel</b>		<b>Dr. Demiel</b>		<b>Dr. Demiel</b>		<b>Dr. Davis</b>		
Total	17	Total	25	Total	27	Total	0	Total	0	Total	1	Total	0	70
<b>Dr. Robb</b>		<b>Dr. Robb</b>		<b>Dr. Robb</b>		<b>Dr. Robb</b>		<b>Dr. Robb</b>		<b>Dr. Robb</b>		<b>Dr. Robb</b>		
Total	3	Total	0	Total	4	Total	0	Total	0	Total	0	Total	0	7
<b>Ravine Way</b>		<b>Evanston</b>		<b>Glenbrook</b>		<b>Highland Park</b>		<b>Skokie</b>		<b>NSSS (Kenosha)</b>		<b>Other</b>		3491
Total	2,411	Total	436	Total	652	Total	231	Total	40	Total	8	Total	7	3,785

IBJI Physician Listing  
by Specialty

Physician	Specialty	<u>12 Mo. Ending</u> <u>6/30/18</u>		<u>12 Mo. Ending</u> <u>6/30/17</u>
		Cases In Office	Cases In Facility	Cases In Facility
Carla O. Gamez, DPM	Podiatry	0	38	36
Alfonso E. Bello	Rheumatology / Pain	321	0	
Brooke E. Vanderby	Anesthesia / Pain	2637	150	
Gary E. Shapiro	Pain / Spine Ortho*	808	105	146
Amy Jo Ptaszek	Foot & Ankle Ortho		256	298
Craig S. Phillips	Hand & Upper Extremity Ortho		532	548
David S. Beigler	Trauma / General Ortho		59	76
Eric L. Chehab	Sports Ortho		176	184
Greg H. Portland	Sports Ortho		350	384
Leon S. Benson	Hand & Upper Extremity Ortho		413	488
Mark M. Mikhael	Spine Ortho		59	83
Michael R. O'Rourke	Total Joint Ortho		22	19
Steven L. Haddad	Foot & Ankle Ortho		71	117
Van P. Stamos	Total Joint Ortho		44	42
Christian S. Skjong	Hand & Upper Extremity Ortho		125	110
Brian M. Weatherford	Trauma / Foot & Ankle Ortho		151	160
Arnold Cohn	General Ortho		64	71
Bryan Waxman	General Ortho		272	306
Charles Lettvin	General Ortho		68	81
Jonathan Erulkar	Spine / General Ortho		97	77
Richard Sherman	General Ortho		159	221
Dr. Fox	Ortho		3	32
Dr. McMillan	Ortho			12
Dr. Palutis	Ortho		98	217
Dr. Robb	Ortho			7
Dr. Demiel	Ortho		3	70
			<hr/> 3,315	<hr/> 3,785

\*New\* Mehul Garala      PM&R / Pain  
 \*New\* Sean Sutphen      Total Joint Ortho

\* Dr. Shapiro's ortho cases

IBJI Number of Patients by Zip Code  
7/1/16 - 6/30/18

<u>Zip Code</u>	<u>Patients</u>	<u>Zip Code</u>	<u>Patients</u>	<u>Zip Code</u>	<u>Patients</u>	<u>Zip Code</u>	<u>Patients</u>
0	1	47396	1	60025	387	60098	5
802	1	47978	1	60026	131	60099	13
2116	1	48813	1	60029	2	60101	3
5474	1	49022	2	60030	34	60102	6
5495	1	49065	1	60031	46	60103	1
6482	1	49085	1	60033	2	60107	4
7417	1	49726	1	60035	381	60108	3
10023	1	52807	1	60040	42	60110	2
10028	1	53066	1	60041	5	60113	1
20015	1	53070	1	60042	4	60115	1
21043	1	53104	1	60043	42	60118	1
28804	1	53105	1	60044	31	60119	1
30092	1	53121	2	60045	104	60120	2
30127	1	53125	4	60046	52	60124	5
30305	1	53128	1	60047	91	60126	2
30319	1	53139	1	60048	60	60131	2
32233	1	53140	2	60050	6	60133	1
32250	1	53142	2	60051	14	60136	2
32309	1	53143	2	60053	53	60137	2
32940	1	53144	1	60056	80	60139	1
33179	1	53147	4	60060	35	60142	7
33180	1	53158	3	60061	41	60143	2
33332	1	53168	1	60062	504	60152	1
33432	1	53181	4	60064	8	60154	1
33433	1	53212	1	60065	1	60156	2
33544	1	53223	1	60067	21	60160	2
33921	1	53402	1	60068	40	60169	2
34108	1	53525	1	60069	64	60171	3
34224	1	53548	1	60070	32	60172	7
34243	1	53964	1	60071	1	60173	4
37922	1	54235	1	60073	14	60174	2
40205	1	55731	1	60074	22	60176	2
40241	2	60002	30	60076	98	60177	3
46176	1	60004	71	60077	64	60181	3
46229	1	60005	19	60082	1	60185	2
46260	1	60007	3	60083	12	60187	3
46311	1	60008	8	60084	7	60188	2
46321	1	60010	31	60085	21	60191	2
46350	1	60012	4	60087	14	60192	7
46356	1	60013	5	60088	1	60193	2
46360	1	60014	7	60089	155	60194	5
46373	1	60015	358	60090	84	60195	1
46385	1	60016	55	60091	324	60201	231
46514	1	60018	17	60093	251	60202	130
46814	1	60020	2	60096	4	60203	33
47304	1	60022	79	60097	2	60302	5

IBJI Number of Patients by Zip Code  
7/1/16 - 6/30/18

<u>Zip Code</u>	<u>Patients</u>	<u>Zip Code</u>	<u>Patients</u>	<u>Zip Code</u>	<u>Patients</u>
60305	1	60609	1	61010	1
60403	1	60610	11	61021	1
60408	1	60611	13	61060	1
60430	2	60612	1	61073	1
60432	1	60613	16	61107	1
60439	3	60614	30	61108	1
60440	1	60615	1	61111	1
60441	1	60616	1	61115	1
60444	1	60617	2	61341	1
60447	1	60618	16	61401	1
60448	1	60620	1	61483	1
60450	1	60622	11	61523	1
60453	1	60623	1	61534	1
60464	1	60625	15	61701	1
60477	1	60626	25	61704	1
60480	1	60629	1	61733	1
60482	1	60630	23	61832	1
60487	1	60631	27	62628	1
60491	2	60632	1	70123	1
60502	2	60634	22	75048	1
60506	1	60637	1	78045	1
60510	2	60639	4	78737	1
60513	1	60640	23	79720	1
60514	2	60641	20	80108	1
60515	3	60642	4	80126	1
60523	2	60645	45	80220	1
60525	3	60646	30	82842	1
60526	1	60647	14	83616	1
60532	2	60649	1	85050	1
60540	3	60651	1	85086	1
60544	1	60653	2	85253	1
60558	2	60654	13	85255	2
60559	2	60656	11	85258	1
60560	1	60657	19	85264	1
60561	1	60659	27	85718	1
60563	2	60660	13	89135	1
60564	6	60661	3	90049	1
60565	4	60706	6	90502	1
60585	1	60707	9	91977	1
60586	2	60712	30	92648	1
60601	1	60714	46	94133	1
60602	1	60803	2	<b>TOTAL</b>	<b>5369</b>
60605	7	60804	1		
60606	1	60805	1		
60607	7	60911	1		
60608	2	61008	1		

**IBJ Number of Patients by Zip Code**

**Within 10-Mile Radius**

**7/1/16 - 6/30/18**

<b><u>10-Mile Radius Zip Codes</u></b>	<b><u>Patients</u></b>
60004	71
60005	19
60015	358
60016	55
60018	17
60022	79
60025	387
60026	131
60029	2
60035	381
60037	0
60040	42
60043	42
60053	53
60056	80
60062	504
60068	40
60069	64
60070	32
60076	98
60077	64
60082	1
60089	155
60090	84
60091	324
60093	251
60201	231
60202	130
60203	33
60208	0
60626	25
60630	23
60631	27
60645	45
60646	30
60656	11
60659	27
60666	0
60706	6
60712	30
60714	46
<b>Total Patients within 10-Mile Radius</b>	<b>3998</b>
<b>TOTAL PATIENTS 7/1/16-6/30/18</b>	<b>5369</b>
<b>% of Patients within 10-Mile Radius</b>	<b>74.5%</b>

## DP05: ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2008-2012 American Community Survey 5-Year Estimates

Subject	ZCTA5 60004	ZCTA5 60005	ZCTA5 60015	ZCTA5 60016	ZCTA5 60018	ZCTA5 60022	ZCTA5 60025	ZCTA5 60026
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
<b>SEX AND AGE</b>								
Total population	49,650	30,490	27,218	60,437	28,957	8,213	38,689	13,382
Under 5 years	2,868	2,344	1,565	3,878	2,045	530	2,013	628
5 to 9 years	3,197	1,531	1,976	3,340	1,764	1,004	2,930	1,017
10 to 14 years	2,913	2,188	2,285	2,866	1,836	813	2,458	719
15 to 19 years	3,179	1,696	2,391	3,143	1,780	521	2,393	718
20 to 24 years	2,181	1,526	1,175	3,364	2,116	169	1,438	673
25 to 34 years	5,548	3,966	1,812	9,620	3,509	242	3,452	1,174
35 to 44 years	6,663	4,407	3,502	8,013	4,053	1,102	5,151	1,657
45 to 54 years	8,459	4,928	4,725	9,085	4,145	1,511	6,386	2,137
55 to 59 years	3,187	1,272	2,153	4,408	2,201	670	2,831	1,074
60 to 64 years	2,993	1,730	1,842	3,723	1,415	529	2,857	837
65 to 74 years	4,293	2,450	2,072	4,404	1,991	611	3,365	1,260
75 to 84 years	2,835	1,554	1,153	3,268	1,346	332	2,327	846
85 years and over	1,334	898	567	1,325	756	179	1,088	642
Median age (years)	42.3	39.8	42.1	39.7	38.3	42.7	43.9	45.4
65 years and over	8,462	4,902	3,792	8,997	4,093	1,122	6,780	2,748
<b>RACE</b>								
White	43,487	24,826	25,141	41,498	20,725	7,720	31,578	11,040
Black or African American	899	850	229	1,464	424	104	469	325
American Indian and Alaska Native	31	163	53	54	123	0	66	0
Asian	3,848	2,379	1,361	13,443	2,970	264	5,733	1,707
Native Hawaiian and Other Pacific	0	0	0	26	28	0	0	0
Some other race	761	1,638	93	3,207	4,203	35	237	113
Race alone or in combination with one or								
White	44,111	25,460	25,440	42,064	21,119	7,810	32,111	11,237
Black or African American	1,087	1,050	255	1,609	501	147	604	325
American Indian and Alaska Native	227	236	88	174	201	15	142	0
Asian	4,214	2,604	1,635	13,793	3,163	296	6,154	1,792
Native Hawaiian and Other Pacific Islander	0	75	3	94	43	0	21	0
Some other race	860	1,723	138	3,455	4,443	35	285	225
<b>HISPANIC OR LATINO AND RACE</b>								
Total population	49,650	30,490	27,218	60,437	28,957	8,213	38,689	13,382
Hispanic or Latino (of any race)	3,582	3,427	1,588	7,195	9,620	252	2,336	980

ZCTA5 60029	ZCTA5 60035	ZCTA5 60040	ZCTA5 60043	ZCTA5 60053	ZCTA5 60056	ZCTA5 60062	ZCTA5 60068	ZCTA5 60069	ZCTA5 60070	ZCTA5 60076
Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
567	29,856	5,471	2,669	23,194	55,153	40,092	37,266	8,129	15,915	33,412
33	1,482	589	143	1,184	3,369	1,919	1,589	258	881	1,489
84	2,350	278	248	1,330	3,659	2,701	2,601	536	1,217	2,291
67	2,350	309	403	1,215	3,502	2,756	2,713	565	1,020	2,102
39	1,875	255	245	1,172	3,253	2,842	3,077	416	802	1,919
14	1,018	384	76	1,132	2,833	1,600	1,691	309	1,039	1,873
11	1,908	913	55	2,947	7,886	2,412	2,432	243	2,329	4,062
94	3,775	822	341	2,576	7,831	5,091	4,821	931	1,964	3,319
121	4,760	510	513	3,231	8,547	6,667	6,737	1,206	2,316	4,946
26	2,277	403	214	1,790	3,452	2,867	2,756	720	945	2,842
19	2,024	125	91	1,752	2,612	2,442	2,211	664	857	2,618
37	3,252	389	151	2,646	4,088	4,332	2,967	898	1,483	2,844
15	1,944	356	157	1,516	2,821	2,898	2,372	850	860	2,144
7	841	138	32	703	1,300	1,565	1,299	533	202	963
40	45.4	35.1	40.7	45.1	39.3	46.3	44.4	51.3	38	43.9
59	6,037	883	340	4,865	8,209	8,795	6,638	2,281	2,545	5,951
488	27,996	3,745	2,614	14,767	41,223	32,656	34,844	7,532	13,966	21,520
9	670	198	16	231	974	793	440	2	155	2,605
0	0	0	0	63	126	0	18	12	13	6
12	601	80	33	6,711	6,527	5,917	1,253	452	895	8,038
0	0	0	0	70	0	0	0	0	0	0
23	166	1,305	0	399	5,313	331	323	0	777	635
523	28,411	3,888	2,620	15,630	41,825	33,051	35,232	7,663	14,075	21,993
25	775	238	16	655	1,292	962	474	2	170	2,836
0	13	8	6	303	640	67	105	43	28	77
31	883	99	33	7,187	6,979	6,091	1,491	535	895	8,379
0	11	0	0	70	137	0	0	0	43	0
23	211	1,381	0	490	5,511	362	361	48	813	797
567	29,856	5,471	2,669	23,194	55,153	40,092	37,266	8,129	15,915	33,412
22	1,461	2,802	73	1,645	8,879	978	2,013	333	5,027	3,454

ZCTA5 60077	ZCTA5 60089	ZCTA5 60090	ZCTA5 60091	ZCTA5 60093	ZCTA5 60201	ZCTA5 60202	ZCTA5 60203	ZCTA5 60626	ZCTA5 60630	ZCTA5 60631
Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
26,400	41,672	37,543	27,202	19,064	42,197	32,422	4,760	52,007	56,909	29,126
1,246	2,339	2,829	1,469	1,215	2,227	2,475	386	3,592	3,977	1,443
1,194	2,923	2,367	1,932	1,563	2,239	2,326	366	2,392	3,309	2,126
1,227	2,534	1,736	2,824	1,658	1,814	1,666	454	2,264	3,685	1,462
1,640	2,721	2,386	2,318	1,696	5,343	1,706	219	3,435	3,471	1,058
1,510	1,713	2,124	908	668	5,858	1,457	300	5,863	3,277	1,479
3,080	4,285	6,932	1,286	1,013	5,450	5,276	365	10,890	8,269	3,316
3,439	6,383	5,432	3,467	2,068	4,680	5,578	562	7,645	8,661	4,314
3,967	7,925	4,655	4,737	3,266	4,718	4,868	780	6,789	8,806	4,745
2,211	3,296	2,278	1,987	1,462	2,339	2,380	408	2,751	3,334	2,180
1,693	2,635	2,058	1,705	1,189	2,111	1,639	222	2,118	2,901	1,518
2,658	2,519	2,650	2,259	1,840	2,462	1,874	367	2,217	3,349	2,211
1,485	1,481	1,436	1,618	1,154	1,718	790	259	1,349	2,568	1,885
1,050	918	660	692	272	1,238	387	72	702	1,302	1,389
44.2	42.1	35.8	43.5	44.1	30.9	37.9	39.4	32.6	38	43.5
5,193	4,918	4,746	4,569	3,266	5,418	3,051	698	4,268	7,219	5,485
<b>15,945</b>	<b>33,574</b>	<b>27,911</b>	<b>23,026</b>	<b>17,587</b>	<b>29,441</b>	<b>21,100</b>	<b>3,930</b>	<b>27,873</b>	<b>41,675</b>	<b>26,738</b>
1,692	503	525	306	16	6,590	7,069	466	13,960	655	243
53	55	47	21	52	13	11	0	118	236	71
7,790	6,541	5,281	3,373	741	4,399	2,053	173	3,983	5,536	648
0	0	0	0	0	0	0	0	14	0	0
374	359	3,354	70	229	582	1,047	66	4,137	7,036	916
16,428	34,084	28,263	23,400	17,962	30,402	22,099	4,036	29,468	43,249	27,215
1,828	655	610	327	40	7,095	7,662	485	14,894	953	275
163	179	64	91	177	285	310	0	511	541	87
8,080	6,928	5,397	3,582	1,014	4,970	2,441	279	4,746	6,198	758
43	37	0	16	7	0	0	0	95	122	0
417	502	3,634	205	343	670	1,156	85	4,371	7,781	1,301
26,400	41,672	37,543	27,202	19,064	42,197	32,422	4,760	52,007	56,909	29,126
1,694	2,275	12,160	1,220	983	2,914	4,522	381	11,957	14,605	3,003



							CY2012	
ZCTA5 60645	ZCTA5 60646	ZCTA5 60656	ZCTA5 60659	ZCTA5 60706	ZCTA5 60712	ZCTA5 60714	% of	
Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Totals	Total
45,977	27,745	27,455	40,153	23,148	12,538	29,903	1,084,981	
3,594	1,957	1,966	3,380	1,009	430	1,401		
3,660	1,776	1,466	2,837	910	739	1,182		
3,140	1,443	1,293	2,987	1,186	967	1,554		
3,025	1,369	825	2,018	1,321	891	1,506		
3,122	1,343	1,446	2,641	1,575	685	1,266		
6,230	3,077	4,565	6,447	2,716	959	3,657		
5,798	3,477	3,855	6,039	2,692	1,245	3,274		
6,452	4,312	3,831	5,178	3,107	1,685	4,211		
2,840	1,932	2,306	2,305	1,697	1,127	2,078		
2,413	1,635	1,623	1,991	1,386	884	1,914		
3,086	2,464	2,342	2,636	2,034	1,410	3,421		
1,556	1,771	1,271	1,199	2,397	1,026	2,888		
1,061	1,189	666	495	1,118	490	1,551		
35.3	43.1	40.4	34.6	45.5	47.2	48.5		
5,703	5,424	4,279	4,330	5,549	2,926	7,860	172,401	15.9%
<b>26,061</b>	<b>22,484</b>	<b>23,535</b>	<b>20,948</b>	<b>21,363</b>	<b>8,070</b>	<b>22,492</b>	<b>821,119</b>	<b>75.7%</b>
7,756	463	230	2,531	80	203	340	54,485	5.0%
173	21	46	123	18	177	95		
7,213	2,975	2,030	11,934	1,204	3,749	5,605	137,452	12.7%
8	43	0	0	0	0	0		
3,442	877	943	3,622	259	122	932		
27,193	23,281	24,172	21,578	21,558	8,279	22,843		
8,432	586	276	2,630	150	294	429		
497	204	225	308	108	286	205		
7,616	3,385	2,468	12,558	1,276	3,759	5,854		
19	102	0	84	0	0	91		
3,645	1,128	985	4,046	296	137	1,002		
45,977	27,745	27,455	40,153	23,148	12,538	29,903	1,084,981	
9,832	3,337	3,065	9,095	1,571	865	2,855	142,001	13.1%

DP05: ACS DEMOGRAPHIC AND HOUSING ESTIMATES  
2012-2016 American Community Survey 5-Year Estimates

Subject	ZCTA5 60004	ZCTA5 60005	ZCTA5 60015	ZCTA5 60016	ZCTA5 60018	ZCTA5 60022	ZCTA5 60025	ZCTA5 60026
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
<b>SEX AND AGE</b>								
Total population	50,974	29,936	27,388	59,726	30,519	8,503	39,928	14,427
Under 5 years	2,989	1,723	1,316	3,940	2,005	393	2,224	1,001
5 to 9 years	3,053	1,750	1,768	3,376	1,912	741	2,890	925
10 to 14 years	3,314	1,749	2,481	2,957	2,079	992	3,121	936
15 to 19 years	3,102	1,504	2,423	3,044	1,813	617	2,410	819
20 to 24 years	2,173	1,211	1,318	2,995	2,020	268	1,423	617
25 to 34 years	5,867	3,853	1,578	9,210	4,009	251	3,774	1,396
35 to 44 years	6,735	3,773	3,569	7,911	3,841	1,093	4,724	1,628
45 to 54 years	7,434	4,723	4,407	7,980	4,345	1,358	6,024	2,089
55 to 59 years	3,643	1,947	2,247	4,717	2,135	689	3,327	802
60 to 64 years	3,715	1,953	1,874	3,805	1,943	741	2,695	1,036
65 to 74 years	4,572	2,900	2,694	5,169	2,363	931	3,797	1,330
75 to 84 years	2,691	1,562	1,082	3,117	1,381	294	2,387	926
85 years and over	1,686	1,288	631	1,505	673	135	1,132	922
Median age (years)	42.3	43.8	43.2	40.8	38.5	44.5	44.1	44.5
65 years and over	8,949	5,750	4,407	9,791	4,417	1,360	7,316	3,178
<b>RACE</b>								
<b>White</b>	<b>43,525</b>	<b>25,626</b>	<b>24,916</b>	<b>39,663</b>	<b>22,112</b>	<b>7,975</b>	<b>32,810</b>	<b>11,180</b>
Black or African American	640	577	270	2,225	734	142	501	167
American Indian and Alaska Native	38	60	30	220	80	0	109	0
Asian	4,702	2,415	1,725	13,735	3,040	278	5,325	2,833
Native Hawaiian and Other Pacific	25	0	0	10	11	0	0	0
Some other race	1,316	564	132	2,688	4,050	6	383	46
Race alone or in combination with one or								
White	44,215	26,271	25,174	40,581	22,582	8,060	33,563	11,365
Black or African American	823	843	327	2,434	907	142	697	193
American Indian and Alaska Native	38	113	144	506	148	17	243	22
Asian	5,159	2,776	1,869	14,365	3,291	363	5,761	3,019
Native Hawaiian and Other Pacific	113	0	20	123	38	0	15	5
Some other race	1,396	735	169	2,978	4,112	23	459	46
<b>HISPANIC OR LATINO AND RACE</b>								
Total population	50,974	29,936	27,388	59,726	30,519	8,503	39,928	14,427
Hispanic or Latino (of any race)	3,845	2,860	1,146	8,240	10,822	415	2,609	1,105

ZCTA5 60029	ZCTA5 60035	ZCTA5 60040	ZCTA5 60043	ZCTA5 60053	ZCTA5 60056	ZCTA5 60062	ZCTA5 60068	ZCTA5 60069	ZCTA5 60070	ZCTA5 60076
Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
531	29,824	5,377	2,613	23,413	55,366	40,631	37,567	8,207	16,195	32,497
37	1,787	441	118	1,102	3,989	2,077	2,219	225	1,101	1,410
65	1,918	296	240	1,311	3,666	2,567	2,346	419	1,309	1,878
70	2,499	413	325	1,226	3,372	2,577	3,062	467	1,001	2,095
25	1,872	359	257	1,139	3,110	2,403	2,458	536	663	2,002
10	952	342	86	1,216	2,709	1,210	1,625	436	740	1,761
40	1,689	794	59	2,756	7,548	2,687	3,227	304	2,776	3,255
71	3,496	723	333	2,693	8,018	4,487	4,348	877	2,075	3,881
78	4,568	718	511	2,940	8,381	6,199	5,992	1,065	1,868	4,178
37	2,382	275	184	1,983	3,236	3,177	3,124	513	1,048	2,954
30	2,231	276	116	1,803	2,963	2,859	2,294	653	1,207	2,861
42	3,571	308	160	2,624	4,162	4,657	3,486	1,087	1,314	3,360
18	1,921	298	157	1,591	3,012	3,668	2,204	886	701	1,876
8	938	134	67	1,029	1,200	2,063	1,182	739	392	986
40	46.3	35.6	42.4	45.9	39.3	49.2	44.2	52.8	37.8	44.9
68	6,430	740	384	5,244	8,374	10,388	6,872	2,712	2,407	6,222
509	27,300	4,453	2,450	14,589	40,965	33,148	34,399	7,191	11,721	18,991
2	619	188	16	788	1,502	603	178	69	185	2,452
0	0	0	0	0	96	23	7	0	36	62
20	836	108	93	7,016	6,889	5,884	1,701	777	1,361	9,017
0	0	0	0	0	32	0	92	0	43	0
0	445	498	0	685	4,734	223	456	6	2,721	526
509	27,909	4,564	2,504	14,776	42,081	33,838	35,105	7,353	11,849	20,118
2	785	242	31	811	1,683	796	354	69	185	2,832
0	26	45	22	13	517	200	48	8	46	362
20	1,193	127	125	7,328	7,438	6,312	2,074	923	1,384	9,813
0	0	18	0	0	83	51	92	0	43	68
0	535	566	0	820	4,921	256	646	24	2,816	962
531	29,824	5,377	2,613	23,413	55,366	40,631	37,567	8,207	16,195	32,497
45	2,433	2,593	84	1,474	9,973	1,028	2,574	251	5,036	2,892

ZCTA5 60077	ZCTA5 60089	ZCTA5 60090	ZCTA5 60091	ZCTA5 60093	ZCTA5 60201	ZCTA5 60202	ZCTA5 60203	ZCTA5 60626	ZCTA5 60630	ZCTA5 60631
Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
28,281	41,642	38,045	27,304	19,204	43,056	32,416	4,089	50,090	57,627	28,238
1,910	2,080	2,790	1,511	1,274	1,997	2,287	267	2,847	3,673	1,406
1,664	2,776	2,451	2,207	1,679	2,169	2,149	310	2,573	3,245	1,662
1,474	2,839	2,398	2,967	1,625	2,195	1,779	288	2,414	3,498	1,537
1,681	2,480	1,778	1,874	1,625	5,301	1,643	190	2,826	3,002	1,175
1,259	1,726	1,884	712	642	6,523	1,576	149	4,813	3,467	1,197
3,805	4,736	6,834	1,277	1,206	5,104	4,759	301	10,503	8,184	3,739
3,940	6,203	5,350	3,474	2,114	4,276	5,865	551	7,860	8,967	4,104
3,479	6,897	5,085	4,699	3,283	4,560	4,344	616	6,451	8,471	4,105
2,187	3,529	2,452	2,030	1,443	2,415	2,217	313	2,671	4,083	2,028
1,924	2,604	2,283	1,687	984	2,353	2,003	282	2,344	3,457	1,946
2,781	3,323	2,523	2,602	1,898	2,957	2,371	454	2,728	3,978	2,160
1,534	1,646	1,430	1,356	1,026	1,659	910	228	1,256	2,472	1,929
643	803	787	908	405	1,547	513	140	804	1,130	1,250
40.8	42.4	36.4	44.1	42.8	30.8	38.6	44.6	33.9	38.6	43.3
4,958	5,772	4,740	4,866	3,329	6,163	3,794	822	4,788	7,580	5,339
<b>17,918</b>	<b>31,117</b>	<b>24,642</b>	<b>22,613</b>	<b>17,605</b>	<b>29,520</b>	<b>20,883</b>	<b>3,195</b>	<b>30,620</b>	<b>41,320</b>	<b>25,800</b>
1,473	949	829	255	68	5,716	7,284	330	12,140	817	277
135	56	169	19	44	51	65	56	152	143	5
7,388	8,104	5,981	3,693	961	5,473	1,974	238	3,294	6,728	739
0	0	77	5	0	7	0	0	0	0	18
523	705	5,640	86	188	754	975	120	2,055	5,570	546
18,572	31,751	25,224	23,232	17,938	30,804	21,783	3,325	32,080	43,928	26,370
1,570	1,048	1,068	309	122	6,432	7,941	407	13,112	1,772	629
172	280	238	78	71	392	304	56	630	616	58
8,058	8,518	6,326	4,186	1,201	6,075	2,471	296	3,900	7,750	1,198
184	31	94	26	16	58	33	0	48	78	82
601	770	5,802	106	242	929	1,217	155	2,395	6,638	770
28,281	41,642	38,045	27,304	19,204	43,056	32,416	4,089	50,090	57,627	28,238
3,630	2,009	12,459	988	796	4,235	4,102	322	11,034	16,382	2,553

2016

ZCTA5 60645	ZCTA5 60646	ZCTA5 60656	ZCTA5 60659	ZCTA5 60706	ZCTA5 60712	ZCTA5 60714		% of
Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Totals	Total
47,131	27,454	27,926	38,995	23,604	12,637	29,730	1,091,091	
4,065	1,816	1,784	2,517	981	507	1,500		
3,563	1,961	1,580	2,785	1,219	770	1,324		
3,012	1,613	1,435	2,670	972	1,000	1,187		
2,796	1,133	948	2,173	1,135	811	1,318		
2,675	1,159	1,030	2,827	1,484	470	1,388		
6,940	3,012	4,439	7,143	2,783	1,099	3,787		
6,694	3,492	4,574	5,528	2,736	1,494	3,352		
6,146	4,196	3,838	4,178	2,789	1,621	3,910		
2,563	1,659	1,770	2,669	2,258	919	2,438		
3,116	1,611	1,876	1,890	1,928	1,029	1,861		
3,021	2,788	2,584	2,649	2,384	1,573	3,516		
1,655	1,901	1,398	1,429	1,814	772	2,425		
885	1,113	670	537	1,121	572	1,724		
35.7	43.9	40.4	34.1	47	46.4	48.6		
5,561	5,802	4,652	4,615	5,319	2,917	7,665	183,691	16.8%
<b>27,611</b>	<b>23,278</b>	<b>23,471</b>	<b>21,482</b>	<b>21,381</b>	<b>7,643</b>	<b>22,714</b>	<b>816,336</b>	<b>74.8%</b>
8,380	201	334	3,247	125	262	907	55,452	5.1%
234	5	56	125	11	18	123		
7,855	2,790	2,046	10,788	1,518	4,471	4,968	146,764	13.5%
0	0	15	0	10	0	0		
1,450	630	1,148	1,633	365	79	584		
29,020	23,743	24,319	22,817	21,552	7,807	23,081		
8,894	315	398	3,625	144	292	959		
432	73	92	266	39	30	194		
8,781	3,160	2,728	11,727	1,542	4,572	5,312		
31	0	23	230	10	0	0		
1,635	728	1,247	2,233	511	100	618		
47,131	27,454	27,926	38,995	23,604	12,637	29,730	1,091,091	
8,463	3,465	3,086	7,204	2,443	649	3,002	146,247	13.4%

Ravine Way Surgery Center  
10-Mile Radius  
ASTCs and Hospitals

### ASTCs

ASTCs		2016				Drive	Drive
Name	City	COMBINED		Pain Mgmt	Podiatry	Distance	Time
		# OR's & Proc Rms	Total Surgery Time				
Ravine Way Surgery Center	Glenview	4	3,219				
The Glen Endoscopy Center	GLENVIEW	3	3,819	NO	NO	1.9	5
Lurie Children's Hospital ASTC (3) PERMIT	Northbrook	4	-	NO	NO	2	5
Illinois Sports Medicine & Orthopedic Surgery Center	Morton Grove	5	4,064	YES	YES	4.5	11
Golf Surgical Center	DES PLAINES	6	4,736	YES	YES	5.9	16
Presence Lakeshore Gastroenterology (5) PERMIT	Des Plaines	2	-	NO	NO	8.4	15
Regenerative Surgery Center	DES PLAINES	3	989	YES	YES	8.5	16
Chicago Surgical Clinic, Ltd.	Arlington Heights	3	110	NO	NO	10.1	23
North Shore Surgical Center	Lincolnwood	3	3,973	NO	YES	10.4	27
Apollo Surgical Center (2) opened in 2014	Des Plaines	0	-	NO	NO	12	27
Lakeshore Surgery Center	CHICAGO	2	2,131	YES	YES	12.3	33
Northwest Surgicare Healthsouth	ARLINGTON HEIGHTS	5	3,343	YES	YES	12.3	28
Albany Medical Surgical Center (1) CLOSURE	CHICAGO	0	-	NO	NO	12.6	30
Northwest Community Day Surgery	ARLINGTON HEIGHTS	10	10,482	YES	YES	12.9	27
Novamed Surgery Center of Chicago Northshore	CHICAGO	2	1,301	NO	NO	12.9	22
Northwest Endoscopy Center (4) PERMIT	Arlington Heights	2	-	NO	NO	13.8	27
Peterson Medical Surgicenter	Chicago	4	399	YES	NO	13.9	26
Rogers Park One Day Surgery Center	CHICAGO	2	382	YES	YES	14.5	28
Illinois Hand & Upper Extremity Center	Arlington Heights	1	1,161	NO	NO	19.1	33
		48	34,948				

(1) 3/10/16 Closure Facility license revoked by Illinois Department of Public Health

(2) E-029-16 Approval Memo 9/13/16 CHOW from Apollo Surgical Center to UroPartners Surgery Center; 11/28/16 notice filed that minor alteration will begin and will not be performing surgeries until at least 6/1,

(3) 1/24/17 16-044 Received permit to establish a multi-specialty ASTC with 4 operating room at 1121 Techny Road in Northbrook

(4) 3/26/16 16-003 Received permit to establish a limited specialty ASTC with 2 procedure rooms for gastroenterology at 1415 South Arlington Heights Road in Arlington

(5) 8/25/15 15-005 Received permit to establish a limited specialty ASTC facility with 2 procedure rooms for endoscopy at 150 North River Road in Des Plaines.

### HOSPITALS

HOSPITALS		2016		Drive Distance	Drive Time
		COMBINED			
		# OR's & Proc Rms	Total Surgery Time		
NAME	CITY				
Glenbrook Hospital	Glenview	16	28,838	4.3	12
Advocate Lutheran General Hospital	Park Ridge	35	54,154	6.5	16
Skokie Hospital	Skokie	17	25,200	7.4	14
Presence Holy Family Hospital	Des Plaines	10	2,121	8.2	14
Evanston Hospital	Evanston	25	159,553	8.8	19
Highland Park Hospital	Highland Park	18	30,017	9.3	18
Presence Resurrection Medical Center	Chicago	17	15,140	9.3	24
Presence St. Francis Hospital	Evanston	18	10,517	10.9	24
Northwest Community Hospital	Arlington Heights	23	31,243	13.3	29
		179	356,783		

Source:

Microsoft MapPoint 2009

Ambulatory Surgery Treatment Center Questionnaire for 2016, Illinois Department of Public Health, Health Systems Development

Inventory of Health Care Facilities and Services and Need Determinations - 2017 - Long-Term Care Services

<https://www2.illinois.gov/sites/hfsrb/Projects/Pages/Apollo-Surgical-Center,-Des-Plaines.aspx>

2016 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development

MapQuest

### **Ravine Way Surgery Center Current Staffing**

<b>Position Title</b>	<b>FTE</b>
<b>CLINICAL</b>	
RN / PACU	5.45
RN / PACU / Pre-Op	0.80
RN / Pre-Op	0.60
RN / OR	4.30
OR Tech	4.00
CSS Tech	1.00
<b>TOTAL CLINICAL</b>	<b>16.15</b>
<b>PROFESSIONAL</b>	
Inventory Manager Ist Assist	1.00
Office Clerk	2.00
Receptionist	1.00
Scheduler	1.00
Clinical Director	1.00
Business Office Manager	1.00
Administrator	0.50
<b>TOTAL PROFESSIONAL</b>	<b>7.50</b>
<b>TOTAL CURRENT FTEs</b>	<b>23.65</b>

### **Staffing Additions Anticipated for 80% Capacity**

<b>Position Title</b>	<b>FTE</b>
<b>CLINICAL</b>	
RN / PACU / Pre-Op	3
RN / OR	2
OR Tech	1
CSS Tech	1
<b>TOTAL CLINICAL</b>	<b>7</b>
<b>PROFESSIONAL</b>	
Office Clerk	1.5
Inventory/Procurement	0.5
<b>TOTAL PROFESSIONAL</b>	<b>2.00</b>
<b>TOTAL ADDITIONAL FTEs</b>	<b>9.00</b>
<b>TOTAL PROPOSED FTEs</b>	<b>32.65</b>



**Ravine Way**  
SURGERY CENTER LLC

Job Applicants

J. Ahrstrom	RN
C. Doller	RN
C. Felts	Surgical Tech
V. Tigu	RN
E. Sullivan	RN
E. Clifford	RN



**Ravine Way Surgery Center**  
**Complete procedure Listing for Podiatry and Pain Management**  
**And Corresponding Charges**

Specialty	CPT	Fee
PNM	20552	\$ 1,213.00
PNM	20605	\$ 924.00
PNM	20610	\$ 1,092.00
PNM	27096	\$ 2,312.00
PNM	62290	\$ 3,468.00
PNM	62321	\$ 2,032.94
PNM	62323	\$ 2,032.94
PNM	63650	\$ 7,956.92
PNM	63688	\$ 6,164.00
PNM	64405	\$ 2,312.00
PNM	64421	\$ 2,501.00
PNM	64450	\$ 2,126.00
PNM	64479	\$ 2,312.00
PNM	64483	\$ 2,312.00
PNM	64490	\$ 3,047.38
PNM	64493	\$ 3,455.50
PNM	64510	\$ 2,312.00
PNM	64520	\$ 2,312.00
PNM	64633	\$ 4,714.70
PNM	64635	\$ 4,308.61
PNM	64640	\$ 2,312.00
PNM	64681	\$ 3,937.62
PNM	64999	\$ 13,874.00
PNM	G0260	
POD	10120	\$ 996.00
POD	10140	\$ 1,544.00
POD	11042	\$ 6,946.00
POD	11044	\$ 8,575.00
POD	11421	\$ 1,717.00
POD	11422	\$ 1,966.00
POD	11426	\$ 7,492.00
POD	11750	\$ 4,870.00
POD	12041	\$ 1,172.00
POD	17110	\$ 192.63
POD	20240	\$ 8,287.00
POD	20670	\$ 4,047.00

Specialty	CPT	Fee
POD	20680	\$ 9,573.00
POD	27603	\$ 5,694.00
POD	27618	\$ 8,741.00
POD	27630	\$ 8,968.00
POD	27650	\$ 13,452.00
POD	27654	\$ 14,948.00
POD	27659	\$ 9,965.00
POD	27695	\$ 13,452.00
POD	27698	\$ 13,452.00
POD	27720	\$ 11,562.00
POD	27792	\$ 11,403.00
POD	27814	\$ 14,235.00
POD	28008	\$ 11,842.00
POD	28035	\$ 11,955.00
POD	28039	\$ 10,017.00
POD	28043	\$ 6,243.00
POD	28060	\$ 11,407.00
POD	28080	\$ 8,967.00
POD	28090	\$ 8,967.00
POD	28092	\$ 8,967.00
POD	28100	\$ 10,463.00
POD	28104	\$ 10,463.00
POD	28108	\$ 10,463.00
POD	28110	\$ 10,463.00
POD	28111	\$ 11,071.00
POD	28112	\$ 10,463.00
POD	28113	\$ 8,967.00
POD	28116	\$ 8,740.00
POD	28118	\$ 8,335.00
POD	28120	\$ 13,452.00
POD	28122	\$ 10,463.00
POD	28124	\$ 8,967.00
POD	28160	\$ 9,118.00
POD	28190	\$ 2,847.00
POD	28192	\$ 6,078.00
POD	28200	\$ 13,286.00

Specialty	CPT	Fee
POD	28208	\$ 11,955.00
POD	28238	\$ 14,235.00
POD	28270	\$ 10,926.00
POD	28285	\$ 10,926.00
POD	28289	\$ 10,926.00
POD	28291	\$ 14,795.60
POD	28292	\$ 11,955.00
POD	28296	\$ 11,955.00
POD	28297	\$ 10,926.00
POD	28298	\$ 11,955.00
POD	28306	\$ 10,463.00
POD	28308	\$ 10,926.00
POD	28309	\$ 13,817.00
POD	28310	\$ 11,071.00
POD	28313	\$ 10,926.00
POD	28322	\$ 14,947.00
POD	28344	\$ 6,614.81
POD	28415	\$ 12,653.00
POD	28465	\$ 11,625.00
POD	28476	\$ 8,304.00
POD	28485	\$ 11,625.00
POD	28531	\$ 12,864.00
POD	28675	\$ 11,071.00
POD	28730	\$ 9,710.00
POD	28750	\$ 13,452.00
POD	28755	\$ 13,452.00
POD	28820	\$ 8,540.00
POD	28825	\$ 9,963.00
POD	28899	\$ 11,842.00
POD	29891	\$ 10,926.00
POD	29893	\$ 9,419.24



**Ravine Way**  
SURGERY CENTER LLC

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October 26, 2018

Courtney Avery  
Board Administrator  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, Second Floor  
Springfield, Illinois 62791

RE: Charge Commitment, 77 Ill. Admin. Code 1110.235 (c)(9)(A)-(B)

Dear Ms. Avery,

Pursuant to 77 Ill. Admin. Code 1110.235(c)(9)(A)-(B), on behalf of Ravine Way Surgery Center, LLC, we have included a statement of all charges for services to be provided at the facility, except for any professional fee. I hereby attest, in accordance with the provisions of 735 ILCS 5/1-109, that Ravine Way Surgery Center, LLC will commit to the charges as described in our statement, and that those charges will not increase, at a minimum for the first 2 years of operation unless a permit is first obtain pursuant to 77 Ill. Admin. Code 1130.310(a).

Sincerely,

Gregory H. Portland, MD  
Board of Managers



**Ravine Way**  
SURGERY CENTER LLC

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October 26, 2018

Courtney Avery  
Board Administrator  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, Second Floor  
Springfield, Illinois 62791

RE: Assurance, 77 Ill. Admin. Code 1110.235 (c)(10)(A)-(B)

Dear Ms. Avery,

Pursuant to 77 Ill. Admin. Code 1110.235(c)(10)(A)-(B), on behalf of Ravine Way Surgery Center, LLC, I hereby attest, in accordance with the provisions of 735 ILCS 5/1-109, that it will implement a peer review program to evaluate whether patient outcomes are consistent with quality standards as established by the relevant professional organizations. In the unlikely event that the outcomes being experienced do not meet or exceed those standards, an appropriate quality improvement plan will be initiated.

Additionally, the Applicant hereby attest that, in the second year of operation after the project completion date, the annual utilization standard for ASTCs is expected to meet or exceed the utilization standard specified in our application. Documentation to support this certification is provided in our application in Attachment 25.

Sincerely,

Gregory H. Portland, MD  
Board of Managers

## SECTION X. SAFETY NET IMPACT STATEMENT

Continued i

**SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:**

2. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.

The proposed project will have no material impact on essential safety net services in the community and has the support of the local hospital system, NorthShore University HealthSystem (refer to **ATTACHMENT-12B**).

3. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.

To the extent that it is reasonably known to the Applicant, the proposed project will not impact the ability of another provider or healthcare system to cross-subsidize safety net services. Moreover, this project is supported by NorthShore University HealthSystem (refer to **ATTACHMENT-12B**).

4. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

This project is not for the discontinuation of a facility or service; therefore, this item is not applicable.

A table in the State's required format addressing this item is provided in **ATTACHMENT-38A** for **Ravine Way Surgery Center, LLC** and for one of its shareholders, NorthShore University HealthSystems. It should be known that **Ravine Way Surgery Center, LLC** does not own or operate any other licensed facility.

**ATTACHMENT-38**

## Ravine Way Surgery Center

Safety Net Information per PA 96-0031			
CHARITY CARE			
	Year 2017	Year 2016	Year 2015
Charity (# of patients)			
Inpatient	n/a	n/a	n/a
Outpatient		0	0
Total			
Charity (cost in dollars)		0	0
Inpatient	n/a	n/a	n/a
Outpatient		0	0
Total			
MEDICAID			
	Year 2017	Year 2016	Year 2015
Medicaid (# of patients)			
Inpatient	n/a	n/a	n/a
Outpatient	3	6	3
Total	3	6	3
Medicaid (revenue)			
Inpatient	n/a	n/a	n/a
Outpatient	\$ 44,727	\$ 81,058	\$ 46,939
Total	\$ 44,727	\$ 81,058	\$ 46,939

CHARITY CARE			
	Year 2017	Year 2016	Year 2015
Net Patient Revenue		\$ 9,888,089	\$ 10,889,570
Amount of Charity Care (charges)	\$ 44,727	\$ 81,058	\$ 46,939
Cost of Charity Care	\$ 7,416	\$ 14,832	\$ 7,416

# North Shore University Health Systems

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year 2017	Year 2016	Year 2015
Inpatient	1,855	2,053	2,551
Outpatient	14,923	16,216	16,196
Total			
Charity (cost in dollars)			
Inpatient	4,077,168	3,987,512	3,757,653
Outpatient	11,889,908	11,709,209	11,540,815
Total			
MEDICAID			
Medicaid (# of patients)	Year 2017	Year 2016	Year 2015
Inpatient	3,896	3,832	3,641
Outpatient	92,109	85,878	80,588
Total			
Medicaid (revenue)			
Inpatient	33,781,323	36,606,771	38,644,049
Outpatient	23,014,785	20,981,672	22,811,556
Total			

CHARITY CARE			
	Year 2017	Year 2016	Year 2015
Net Patient Revenue			
Amount of Charity Care (charges)	62,776,737	61,854,365	59,169,800
Cost of Charity Care	15,967,076	15,696,721	15,298,468

## SECTION XI. CHARITY CARE INFORMATION

Continued i

Charity Care information **MUST** be furnished for **ALL** projects [1120.20(c)].

A table in the State's required format is provided in **ATTACHMENT-38A** for **Ravine Way Surgery Center, LLC** and for one of its shareholders, NorthShore University HealthSystem. It should be known that **Ravine Way Surgery Center, LLC** does not own or operate any other licensed facility.

**ATTACHMENT-39**